



# COUNTY OF CHISAGO

## BOARD OF COMMISSIONERS

Chisago County Government Center  
313 North Main Street, Suite 160A  
Center City, MN 55012-9663

Commissioners:  
District 1  
Chris DuBose  
District 2  
Rick Greene  
District 3  
Marlys Dunne  
District 4  
Ben Montzka  
District 5  
VACANT

### REGULAR MEETING – Wednesday, April 6, 2022 County Board Room, Suite 160A

6:30 p.m. Convene; Pledge of Allegiance; Approve Agenda

#### Health & Human Services Committee of the Whole: Topics for Discussion:

- |   |       |
|---|-------|
| 1.) Directors Report  | TAB 1 |
| <b>Items for Committee Review/Recommendation: <i>(discussed in detail as requested)</i></b> |       |
| 2.) Payment of County's Warrants for HHS  | TAB 2 |

7:00 p.m. Citizen's Forum

"The Citizen's Forum is provided so you may make a comment, statement, question or proposal. Comments, Statements, questions or proposals shall be directed to the Board as a whole, and not to individual commissioners or the audience. You will be limited to three minutes and we ask that you conduct yourself in a professional, courteous manner, and refrain from the use of profanity. Failure to abide by this policy may result in the loss of your privilege to speak that night."

#### Board of Commissioners' Consent Agenda:

- |   |       |
|---|-------|
| 1.) HHS Committee Recommendation – Directors Update                     | TAB 1 |
| 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS | TAB 2 |
| 3.) Payment of County's Warrants and Miscellaneous Bills                | TAB 3 |
| 4.) Minutes from the March 16, 2022 Regular Meeting                     | TAB 4 |
| 5.) Application for Exempt Permit – Almelund Threshing Company          | TAB 5 |

#### Presentation – Hometown Fiber, Kyle Moorhead

#### Other County Business:

- |   |        |
|---|--------|
| 6.) Trust for Public Land – DNR – Land Acquisition in Rushseba Township | TAB 6  |
| 7.) SP 013-623-010 & SP 013-624-009 Roundabout Project                  | TAB 7  |
| 8.) 2023 Drainage Design Services Contract                              | TAB 8  |
| 9.) Credit Card Limit Increase Request – Joe Triplett, County Engineer  | TAB 9  |
| 10.) Public Works Equipment Request – 2022 CIP – Arm Mower              | TAB 10 |
| 11.) Public Works Equipment Request – Brine Equipment                   | TAB 11 |
| 12.) Parks Division Seasonal Staffing Wage Increases and Incentives     | TAB 12 |
| 13.) Professional/Technical Services Contract with Bev Anderson         | TAB 13 |

#### Discussion Items:

- Administrator Updates/March Schedule
- Correspondence
- Commissioner Committee Reports

**Adjourn Meeting of the Board of Commissioners**



# CHISAGO COUNTY HEALTH & HUMAN SERVICES

313 N Main St. Room 230  
Center City, MN 55012

Tab #1

General Information	651-213-5600
Administrative	651-213-5609
Child Support	651-213-5647
Financial Assistance	651-213-5640
Welfare Fraud	651-213-8808
North Branch	651-213-5200
Fax- Center City	651-213-5685
Fax- North Branch	651-213-8955
Public Health	651-213-5231
Veterans Service	651-213-5605

**Memo To:** Chisago County Commissioners

**From:** Robert Benson, Health and Human Services Director

**RE:** Report of the Health and Human Services Department

**Date:** March 25, 2022

## **I. Department Updates/Highlights: Legislative Highlights**

April is Child Abuse Prevention Month!

The Department of Human Services is reporting that they expect to open their offices to the public April 22<sup>nd</sup>. Their plan is to continue to work with a hybrid model with most staff being required to be in the office one day per week and remote four days per week.

When the Federal Public Emergency ends the majority of the waivers put in place for the pandemic will also end. One of the most significant of these will be the requirement of individuals and families to have to recertify for health care. (This will be approximately 6,000 people in Chisago County). This will be a significant increase in workload for our Income Maintenance staff. The Public Health Emergency is scheduled to end April 15<sup>th</sup>, but the state has continued to indicate that counties will have at least a 60-day notice prior to having to begin the recertification process.

Health and Human Services has been monitoring this legislative session very carefully. There are a number of bills working their way through both houses of the state legislature that could have a significant impact on the services we provide, as well as the costs to the county.

The House currently is working on Adult Mental Health Initiative (AMHI) reform. The most recent bill considers a new AMHI funding formula provided by DHS. This would likely result in a significant decrease in the funding provided to our regional AMHI. All counties are speaking in opposition to this bill at this time over concerns that DHS can simply adopt new funding formulas without working directly with counties. Even counties that would likely benefit from the new funding formula are concerned with allowing DHS to arbitrarily change funding formulas.

There are proposed changes to the Targeted Case Management (TCM) billing. Currently, Minnesota's billing formula does not meet the Centers for Medicare Services (CMS) guidelines. While these proposed changes have been discussed for a number of years, the state now must come into compliance with CMS guidelines. There are two proposals being considered at this time. Option one would be to utilize a monthly billing unit similar to what is being done now for TCM but adjust rates for revenue and costs. The alternative would be to move to a 15-minute billing unit similar to what currently is being done in the Medicaid Waiver system. Whichever choice is selected by the state, it could have an impact on our TCM billing revenue. We are continuing to watch this very carefully and are working with our lobby groups like MICA and MACSSA to ensure that county voices are heard.

House bill HF4021 regarding children experiencing mental health crisis. This bill would allow a mental health professional, physician in an emergency department or member of a mobile crisis team to refer a child to a residential treatment facility for crisis stabilization. An amendment was added that would require DHS to reimburse counties for all costs incurred for children receiving crisis stabilization services.

There are a number of bills working their way through the House and Senate that could impact Child Protection and how those services are provided and paid for. HF4264 makes recommendations for the reduction of paperwork relating to child protection cases. SF3984 and HF3159 would modify permanency dispositions when a child cannot return home. HF3380 modifies the duties and requirements of the court and the responsible social services agency at various stages in out-of-home placement and permanency cases. These bills are currently being discussed and amended, so the final outcome is unclear at this time.

One area of significant concern is around out of home placement fees. Currently counties are required to collect income attributable to the child and in some cases request parents contribute as well. (Income guidelines apply). There is an effort to eliminate reimbursement for all juvenile correctional placements and all foster care placements. HF3211 and SF3955 would require counties to deposit payments received into a newly established foster child SSI trust fund for the child. The bill outlines requirements for the trust fund. There is currently debate as to whether DHS would reimburse counties for this cost or if it would simply be an additional cost for counties to bear.

The House recently passed a bill that will continue some of the waivers that were put in place during the pandemic. Specifically, it would offer continued flexibility for child-care centers, group homes, and social service operations allowing oral signatures by applicants for public assistance program, video conferencing for some monthly visits, and flexibility around background study timelines.

Some bills proposed specifically around our Public Health programs. HF3886 and HF3887 would establish universal, voluntary, home visiting program for families expecting or caring for an infant, including adoptions. While both bills offer similar requirements HF3886 has ongoing funding and HF3887 is only funded through fiscal year 2025, anticipating that counties would absorb the costs after that.

HF4103 is to support local Public Health Emergency Preparedness and Response. This bill would appropriate \$9 million in fiscal year 2023 for distribution to local and tribal public health organizations for public health emergency preparedness and response capabilities. Senator Mark Koran (North Branch) is the author of the Senate companion bill, SF4078, which would allocate ongoing funding for preparedness.

## **II. Financial Notes:**

We are early in the year. There are many bills before the state legislature that could impact both our 2022 budget and our planning for 2023 and beyond. We will watch the legislature closely to evaluate potential issues.

We have a number of open staff positions early this year. While that is a potential reduction in some costs it is also a potential decrease in the revenue as well. We are working to get these positions filled promptly.

## **III. Staffing Updates:**

Health and Human Services currently has the following open positions:

Financial Worker

Case Aide (2 positions; 1 Child Protection, 1 support position)

Public Health Community Health Services Lead (contracted position)

Maternal Child Health Nurse (2 positions, each position .8 FTE)

Office Support Specialist

Program Planner/Accreditation Coordinator (Public Health)

Fiscal Officer

SHIP Coordinator

We are currently interviewing for both the Maternal Child Health Nurse positions. The other openings are relative new notices and are posted or in the process. So far we have hired five new staff in 2022.

## **IV. Review of Requests for Board Action:**



**CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
April 6, 2022**

**TAB # 2**

**Payment of County's Warrants for HHS**

**Authorize Payment of County's Warrants for HHS:**

<u>Prepared Check Date</u>	<u>Amount</u>	<u>Mail Date</u>	<u>Type of Payment</u>
2/18/2022	\$175,546.59		County's Warrants
2/18/2022	\$60,570.22	3/2/2022	Auditor's Warrants

**\*\*\*\*\*All Warrants Available with the Clerk of the Board\*\*\*\*\***

**CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
April 6, 2022**

**TAB # 3**

**Payment of County's Warrants & Miscellaneous Bills**

Bills Paid 4/6/2022 \$1,081,255.46

**\*\*\*\*\*All Warrants/Bills Available with the Clerk of the Board\*\*\*\*\***

**CHISAGO COUNTY  
BOARD OF COMMISSIONERS  
UNOFFICIAL PROCEEDINGS  
Wednesday, March 16, 2022**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, March 16, 2022 at the Chisago County Government Center with the following Commissioners present: DuBose, Greene, Dunne, Montzka. Also present: County Administrator Chase Burnham, County Attorney Janet Reiter, and Clerk of the Board Christina Vollrath.

The Chair called the meeting to order and led the assembly in the Pledge of Allegiance.

Commissioner DuBose offered a motion to approve the amended agenda with an addition to discuss shooting ordinances. Motion seconded by Montzka, the motion **passed** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board opened the Road and Bridge Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from County Engineer Joe Triplett. *No action was taken.*

On motion by DuBose, seconded by Montzka, the Board moved items 1-5 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to close the Road and Bridge Committee of the Whole at 6:41 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) R&B Committee Recommendation – 2022 Seal Coat Project
- 3.) R&B Committee Recommendation – MnDOT JPA for TH 8 Project
- 4.) R&B Committee Recommendation – 2022 Construction Testing Services Contract
- 5.) R&B Committee Recommendation – 2023-2027 Transportation Improvement Plan
- 6.) Minutes from the March 2, 2022 Meeting

7.) Payment of County's Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at <https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.

On motion by DuBose, seconded by Dunne, the Board moved to accept the March 9<sup>th</sup> Budget and Finance Report and moved to approve and authorize the County entering into a services agreement with CliftonLarsonAllen for IT Consulting Services in an amount not to exceed \$35,000 and on terms and conditions negotiated by the County Administrator and approved as to form by the County Attorney. Motion to authorize and direct the County Administrator or his designee to serve as contract administrator on behalf of the County and carry-out and perform those responsibility required of the County consistent with the terms and conditions of such agreement. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve a letter of support for HF 2821/SF 2670, which seek to provide funding for ARMER Radio support from the MN Legislature. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve a credit card for Todd McMurray, Social Services Manager in HHS. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the Contract between Kantner Consulting L.L.C. and Chisago County. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board moved to approve the Out-of-State Travel Request for Christine Johnson to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility and the Out-of-State Travel Request for Kim Booker and Sarah Bach to travel to Puerto Rico to provide Child Protective Services to a client that is traveling there. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve by Resolution Chisago County's Support for Adding the South Center Sanitary District as a Voting Member of the Chisago Lakes Joint Sewage Treatment Commission, as presented [and/or modified] at tonight's meeting. The motion **carried** as follows: **IN FAVOR**

**THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

County Administrator Burnham provided administrative updates. *No action was taken.*

Environmental Services Director Kurt Schneider presented the Board with the Director's Report and action items. *No action was taken.*

On motion by DuBose, seconded by Montzka, the Board moved to table the commercial shooting ordinance to a time indefinite. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

## **CITIZENS FORUM**

**TIME** – 7:02 p.m.

**END TIME** – 7:09 p.m.

0 letters, 1 email, # of SPEAKERS - 2

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution 22/0316-02, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Jason Klar Conditional Use Permit for Major Home Occupation to conduct Permit to Carry Classes with an outdoor shooting area at 47311 Government Road, Sunrise Township, (PID #09.00485.02) with Findings and Conditions as recommended by the Planning Commission with modified conditions. The Board of Commissioners of Chisago County, Minnesota hereby approves the request for Conditional Use Permit, subject to the following conditions as modified:

1. The Major Home Occupation shall be operated in conformance with the proposal elements identified in the application for Conditional Use Permit, including the written narrative and site plans (maps #1 and #2) dated received November 18, 2021, except as specifically noted below.
2. Any change involving structural alterations, enlargement, intensification or expansion of use, or change not specifically permitted by the Conditional Use Permit shall require County Board approval of a Conditional Use Permit Amendment.
3. The Conditional Use Permit only applies to property identified as PID 09.00485.02. Neither the classroom portion nor the live fire exercise portion of the class may take place on the applicant's adjacent property identified as 09.00485.03.
4. The applicant may offer no more than 12 classes per year at the subject site with a strict limit of no more than 120 rounds of ammunition fired per class.
5. Classes may only be held on Saturdays, beginning no earlier than 7:00 am and ending no later than 3:00 pm. Neither the Conditional Use Permit nor this condition preclude the applicant from utilizing the existing shooting berm or required bullet boxes for personal recreational use outside of the stated days and hours of operation.
6. The live fire exercise portion of the class shall be conducted at the bullet boxes located in the rear yard. If the applicant wishes to relocate the bullet boxes or method used for

completing the live fire exercise on the subject site, the applicant must request and obtain approval of a Conditional Use Permit Amendment. This condition does not prohibit the applicant from utilizing an off-site legally authorized commercial shooting range for the live fire exercise.

7. Any noise and/or vibration generated from the use shall be in compliance with Minnesota Pollution Control Agency standards.
8. There shall be no employees other than those persons residing in the dwelling.
9. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
10. Violations of the conditions contained herein shall be cause for the revocation of the Conditional Use Permit upon action of the County Board.
11. The applicant shall install and utilize for class purposes two "Bullet Boxes" designed and constructed to meet the MN Department of Natural Resources' design standards as described in the MN Department of Natural Resources' *Outdoor Shooting Ranges: Best Practices* guide. The bullet boxes shall be a minimum of nine feet (9') in height.
12. If the applicant's southern parcel, identified as 09.00485.03, is divided, sold or developed, the Conditional Use Permit shall be reviewed by the Chisago County Planning Commission and Board of Commissioners.

The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Dunne, Montzka.  
**OPPOSED:** Greene

On motion by DuBose, seconded by Montzka, the Board moved to approve Resolution 22/0316-03, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Wild Mountain Properties Conditional Use Permit Amendment application at 16906 Wild Mountain Road, Amador Township, PID#01.00096.00 with findings and Conditions as recommended by the Planning Commission with modification to conditions. The Board of Commissioners of Chisago County, Minnesota hereby approves the request for Conditional Use Permit Amendment, subject to the following conditions as modified:

1. This Conditional Use Permit amends the Conditional Use Permits granted by the Chisago County Board of Commissioners on July 21, 2010 (original CUP), April 18, 2018 (Amendment #1) and April 21, 2021 (Amendment #2) granting approval of Rural Retail Tourism and Commercial Recreation Area uses in the AG District. The specific uses allowed under this CUP include a winery and gathering venue (to include specific uses such as wine tastings, weddings, general gatherings, and other social or corporate activities) and a Recreational Camping Area. This CUP does not include approval of a Microbrewery, as had been approved in 2018. The conditions

contained in this CUP supersede all previously approved conditions on the dates provided above.

2. The property shall be developed and used in accordance with the site plan and written narrative stamp dated received February 8, 2022, except as provided herein. Any significant deviation as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.
  - a. Campsites 1, 21, 15, 26, and 25 shall be eliminated, allowing a maximum of 25 campsites.
  - b. Campsites 4, 6, 20, 24, and 16 shall be restricted to weekend use only, Friday through Sunday (Friday and Saturday overnights only).
3. This CUP shall allow year-round use of the property for Rural Retail Tourism purposes (winery and gathering venue) subject to the following hours of operation: Mondays – Thursdays 12:00-7:00 pm, Fridays 2:00-9:00 pm, Saturdays 12:00-9:00 pm, and Sundays 12:00-6:00 pm.
4. Any toxic substances generated from the Rural Retail Tourism use (winery) must be handled in accordance with MPCA standards.
5. The property is limited to a maximum of 25 campsites, including 20 single tent sites, one (1) group site, and four (4) pop-up camper sites. No water or sewer hook-ups shall be permitted. The property owner shall be allowed to increase the current number of campsites from 13 to 20 immediately, based on current design of the septic system, and shall only be allowed to increase the number of campsites from 20 to 25 if septic system monitoring is conducted one week prior to July 4 and one week following July 4, including daily water meter readings, and favorable analysis is provided by a certified service provider to the Chisago County Department of Environmental Services.
6. This CUP shall allow seasonal camping, as a Commercial Recreation Area, seven days a week May 1<sup>st</sup> through October 31<sup>st</sup>, except as limited by condition no. 2b.
7. The Commercial Recreation Area (campground) shall be staffed at all times when campers are present. The campground shall be staffed as follows: 1-10 occupied campsites = 1 staff; 11-20 occupied campsites = 2 staff; 21-25 occupied campsites = 3 staff).
8. Campsites along the north and east property lines shall not be located closer than 20 feet to the property line. Further, the Commercial Recreation Area is subject to all Minnesota Department of Health setback, spacing and size requirements. When the County's setback requirements are more restrictive than the State's, the County's setbacks shall supersede.
9. The Commercial Recreation Area (campground) must adhere to the strict observance of quiet hours from 11:00 pm to 7:00 am.
10. The "Wild Vines Campground Policies", stamp dated received January 25, 2022 or as amended from time to time and provided to Chisago County Department of Environmental Services, shall be made a condition of approval. Said amended Policies shall remain sufficiently consistent as or more restrictive than the January 25, 2022 Policies.

11. The property owner shall maintain the existing landscape (trees and shrubbery) along the western, northern and eastern property boundaries at its existing screening value and replace said landscape at its existing screening value if it dies or becomes damaged. If at some point the landscape cannot be maintained or replaced by other vegetation, the property owner may install a privacy fence with an equivalent screening value in those areas where there is no longer landscape. Additionally, the property owner shall install a 6 ft. tall wooden privacy fence between the site line of campsites 4 & 6 and the buildings and home located on the immediately adjacent property to the west.
12. All utilities for the Recreational Camping Area must be located underground and there shall be no overhead wires or supporting poles except those essential for lighting purposes.
13. Noise generated from any Rural Retail Tourism and/or Commercial Recreation Area use, including the playing of music, shall be subject to the Chisago County noise standards contained in Zoning Ordinance Section 7.05. No undue or objectionable noise resulting from said uses, including the playing of music, shall be transmitted beyond the subject site's property boundaries.
14. No outdoor music shall be allowed from Sunday at 2:00 pm through Friday at 5:00 pm, meaning that outdoor music shall only be allowed Friday beginning at 5:00 pm through Sunday ending at 2:00 pm.
15. The maximum number of customers / guests for all uses combined, including Rural Retail Tourism and Commercial Recreation Area, shall not exceed 300 at any given time.
16. All parking shall be accommodated on-site, with supervised management of ingress and egress traffic to eliminate conflicts in traffic flow.
17. Permittee shall ensure that adequate access and parking is available and maintained to accommodate emergency vehicles.
18. All food preparation and/or sales shall comply with all applicable Minnesota Department of Health regulations.
19. All liquor service shall comply with all applicable Minnesota Department of Public Safety regulations, and Chisago County liquor licensing requirements.
20. Signage shall be permitted and installed in accordance with Chisago County Zoning Ordinance Section 4.14.
21. The property and the uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
22. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
23. The property owner must notify the Chisago County Department of Environmental Services annually that the activity permitted by the CUP is ongoing and the activities being conducted continue to adhere to the conditions of approval.

The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve Resolution 22/0316-01, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Poor Farm Meadows, located in Sunrise Township, at the northwest corner of 410<sup>th</sup> Street / CR 81 and Poor Farm Road (PID 09.00034.20). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the 2022 CLLID/Lake Association/DNR aquatic invasive weed control partnership program for \$18,900, along with up to \$11,100 from reserve funds for a total program budget of \$30,000. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the purchase of a Trailer City 2021 Woodies Steel Utility Trailer, not to exceed \$4,250.00 as presented and moved to transfer the difference of \$10,750 in remaining dedicated CIP funds allocated for purchase of a Parks Division Mower Trailer, approval number (ENVS-0113), towards the Capital Improvement Plan purchase and installation of 5 furnished and installed dugout enclosure fencing, approval number (ENVS-0112), at Ki-Chi Saga County Park. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by Montzka, the Board moved to approve the March 8, 2022, Ki-Chi Saga County Park Century Fence Company Covered Dugout and Enclosures Fence purchase and installation proposals #8694 and #9299 as presented. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Dunne, the Board moved to approve the 2022 CLLID Budget Reallocation/Adjustment Request. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

Several Commissioners offered reports of their respective committee assignments. *No action was taken.*

On motion by DuBose, seconded by Dunne, the Board moved to close the County Board subject to Minnesota Statute §13D.05, Subd. 3 which permits a meeting to be closed subject to a discussion with legal counsel which is protected by attorney-client privilege. The Board of Commissioners will discuss legal strategy related to litigation: *Ebenezer Lakes Assisted Living v. County of Chisago*. The Board closed the meeting at 8:03 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to reopen the County Board meeting at 8:06 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by DuBose, seconded by Montzka, the Board moved to approve the recommendation presented in Closed Session. The motion carried as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Montzka, seconded by Dunne, the Board adjourned the meeting at 8:10 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

\_\_\_\_\_  
Richard Greene, Chair

Attest: \_\_\_\_\_  
Christina Vollrath  
Clerk of the Board

## Chisago County Request For Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> <span style="font-size: 2em; font-weight: bold;">5</span>
<b>Title of Item for Consideration:</b> Application for Exempt Permit – Almelund Threshing Company	
<b>Action Requested by:</b> Chase Burnham, County Administrator	<b>Department:</b> Administration
<b>Previous Action on this Matter:</b> Applied for same permit March 21, 2021.	
<p><b>Background:</b> The current application is from the Almelund Threshing Company, so that the applicants can conduct a lawful raffle on August 14, 2022. The Almelund Threshing Company is a non-profit organization.</p> <p><b>Attachments:</b></p> <ul style="list-style-type: none"> <li>LG220 Application for Exempt Permit – Almelund Threshing Company</li> <li>Resolution</li> </ul>	
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board approve the Almelund Threshing Company's application to Conduct a raffle at their event on August 15, 2021. The recommended motion is as follows;</p> <p style="text-align: center;"><b><i>“Move to approve the Almelund Threshing Company's resolution to conduct a raffle at their event on August 14, 2022.”</i></b></p>	
<p><b>Implications of Action:</b> Approving tonight's action would allow the Almelund Threshing Company to raise money for its non-profit organization and its activities.</p> <p><b>Budget/Financial Implications:</b> None – Approving the permit has any budget/financial implications on Chisago County.</p> <p><b>Legal/Policy Implications:</b> The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.</p>	
<b>Administrator's Recommendation</b>	
Approve _____	Deny _____
Other _____	
Motion By: _____	Seconded by: _____
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> <span>Aye _____</span> <span>Nay _____</span> <span>Abstain _____</span> </div>

# **Chisago County Board of Commissioners**

## **RESOLUTION NO. 22/0406- APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT A RAFFLE FOR ALMELUND THRESHING COMPANY**

**WHEREAS**, the Chisago County Board of Commissioners has been presented with a request for lawful gambling within Chisago County; and

**WHEREAS**, the application was complete, included all necessary documentation, appears in accordance with County Policies and the facility owners are in good standing with the County;

**BE IT RESOLVED** that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application to conduct a raffle at the Almelund Threshing Company located at 17760 St. Croix Trail, Shafer, MN 55084.

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: ALMELUND THRESHING CO. Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_

Mailing Address: 17760 ST. CROIX TRAIL

City: TAYLORS FALLS State: MN Zip: 55084 County: CHISAGO

Name of Chief Executive Officer (CEO): [REDACTED]

CEO Daytime Phone: \_\_\_\_\_ CEO Email: [REDACTED]  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
(for raffles, list the site where the drawing will take place): ALMELUND THRESHING SHOW

Physical Address (do not use P.O. box): 17760 ST. CROIX TRAIL, TAYLORS FALLS MN. 55084

Check one:  
☐ City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
☒ Township: SHAFER Zip: 55084 County: CHISAGO

Date(s) of activity (for raffles, indicate the date of the drawing): 8-14-2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

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## LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL**  
for a gambling premises located within city limits

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The city or county must sign before submitting application to the Gambling Control Board.**

**COUNTY APPROVAL**  
for a gambling premises located in a township

☐ The application is acknowledged with no waiting period.

☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWNSHIP (if required by the county)**  
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: SHAFER

Signature of Township Officer: [Signature]

Title: CHAIRMAN Date: 03-10-2022

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: \_\_\_\_\_ Date: 3-11-22  
(Signature must be CEO's signature; designee may not sign)

Print Name: \_\_\_\_\_

## REQUIREMENTS

**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**  
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

## MAIL APPLICATION AND ATTACHMENTS

**Mail application with:**

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**  
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

**Data privacy notice:** The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

## Chisago County Request For Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> <span style="font-size: 1.5em; font-family: cursive;">6</span>
<b>Title of Item for Consideration:</b> Trust For Public Land – Department of Natural Resources – Land Acquisition in Rushseba Township	
<b>Action Requested by:</b> Chase Burnham, County Administrator	<b>Department:</b> Administration
<b>Previous Action on this Matter:</b> None.	
<p><b>Background:</b> The Trust for Public Land and the Minnesota Department of Natural Resource are acquiring approximately 241 acres from the Outdoor Heritage Fund in Rushseba Township, which will become an addition to Chengwatana State Forest. This land has been owned by Xcel Energy for nearly 100 years. These lands will be protected from development, will be open for hunting, and will provide habitat, recreation and economic benefits. Minnesota DNR makes payments in-lieu-of-taxes (PILT) to counties each year under M.S.477A.11 and M.S.97A.061 for all state natural resource lands. This new addition will fall under this PILT tax payment schedule.</p> <p>This is a donation to the DNR, so it does not require county or township approval, only notification.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>The Trust for Public Land Letter &amp; Map</li> </ul>	
<p><b>Action Requested/Recommended:</b> The County Board is respectfully requested to be notified of the land acquisition as presented by The Trust For Public Land and Department of Natural Resources. The following motion is suggested::</p> <p style="text-align: center;"><b><i>“Move to accept being notified of the land acquisition as presented by The Trust For Public Land and Department of Natural Resources in Rushseba Township.”</i></b></p>	
<p><b>Implications of Action:</b> This action is just for Board notification. Statutorily authorized Payment in Lieu of Taxes (PILT) payments will commence after the Board has been formally notified.</p> <p><b>Budget/Financial Implications:</b> The estimated total annual PILT payment specific to these properties is \$4,904 (<i>waiting to hear from DNR for amount of PILT Payment</i>)</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>	
<b>Administrator's Recommendation</b>	
Approve _____	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
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March 11, 2022

Chisago County Board  
c/o Chase Burnham, County Administrator  
313 N. Main St., Suite 170  
Center City, MN 55012

Re: Land Acquisition in Rushseba Township, Chisago County

Dear Chisago County Board Members:

The Trust for Public Land and the Minnesota Department of Natural Resources would like to inform you of the planned acquisition of approximately 241 acres that we plan to acquire this summer. The land is in Rushseba Township and would become an addition to the Chengwatana State Forest. The DNR manages the trees, water and wildlife in state forests for everyone to keep them healthy and meet economic, recreational and environmental goals. State Forests are public lands that are open to activities including hunting, fishing, hiking, fishing, wildlife observation.

The Trust for Public Land, is a nonprofit land conservation organization that is assisting the DNR in completing this acquisition. This acquisition is part of our St. Croix Watershed program which seeks to conserve some of the most environmentally sensitive wildlife habitat in this area and to provide opportunities for public hunting, angling and wildlife observation. The Trust for Public Land plans to acquire the land using funds from the Outdoor Heritage Fund it has been awarded as recommended by the Lessard Sams Outdoor Heritage Council. The Trust for Public Land will then donate the land to the DNR.

This land has been owned by Xcel Energy for nearly 100 years. Xcel has enlisted the assistance of The Trust for Public Land to permanently protect this land for wildlife habitat and public recreation. Under state ownership, these lands will be protected from development, will be open for hunting, and will provide habitat, recreation and economic benefits for many years to come. We have included an aerial photo/map that shows the location of this property.

While the state does not pay property taxes, Minnesota DNR makes payments in-lieu-of-taxes (PILT) to counties each year under M.S.477A.11 and M.S.97A.061 for all state natural resource lands. This new addition will fall under this PILT tax payment schedule.

05-22-2020

Because this is a donation to the DNR, it does not require county or township approval, only notification. However, we are available to participate in the Chisago County Board meeting scheduled for April 6, 2022, to answer any questions pertaining to this planned acquisition.

Sincerely,



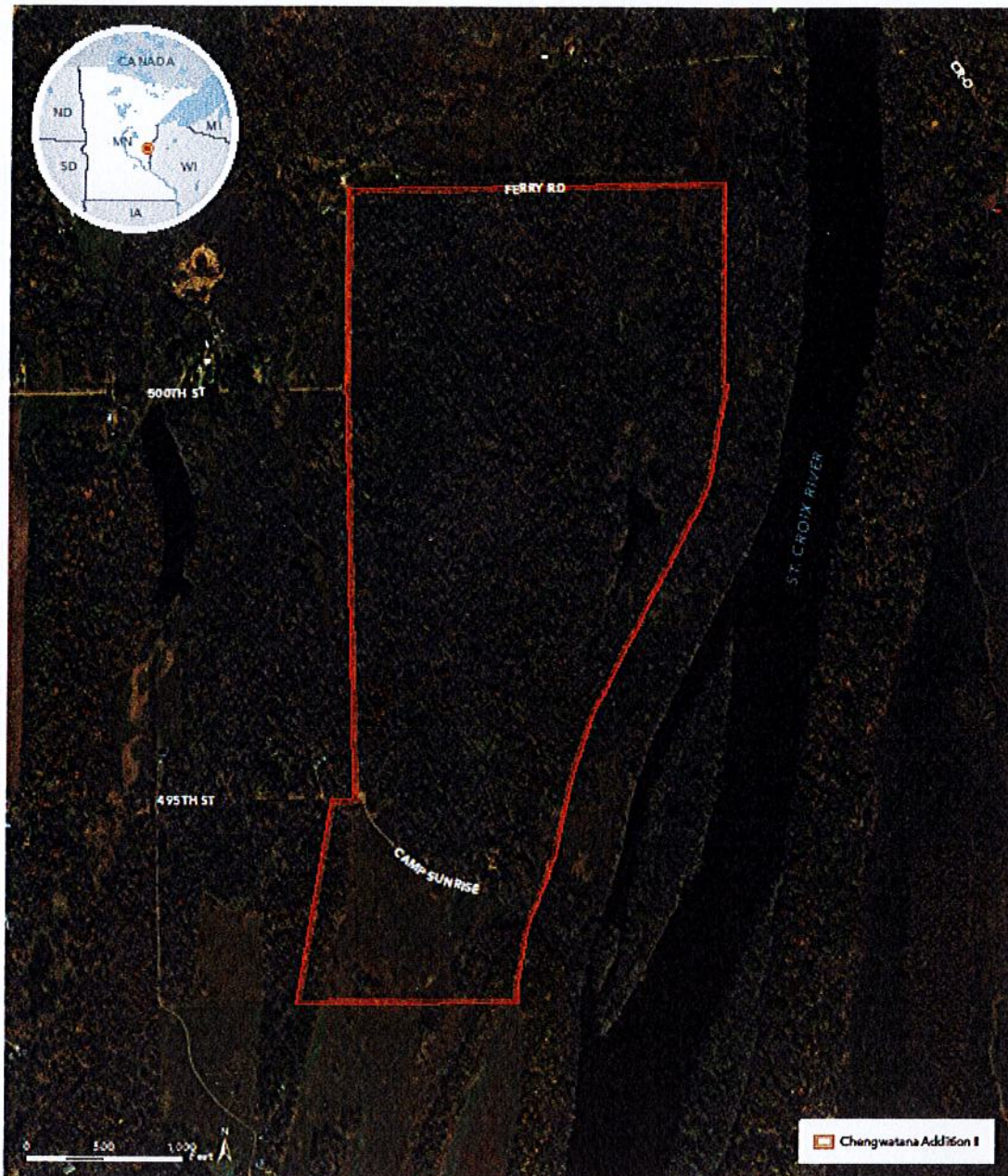
Jeremy Fauskee  
Sandstone Area Forest Supervisor  
Department of Natural Resources  
320-216-7550  
jeremy.fauskee@state.mn.us



Will Cooksey  
Sr. Project Manager  
The Trust for Public Land  
612.430.2789  
will.cooksey@tpl.org

THE  
TRUST  
FOR  
PUBLIC  
LAND

**mn**  
DEPARTMENT OF  
NATURAL RESOURCES



# Chengwatana Addition II

CHISAGO COUNTY, MINNESOTA

October 20, 2021. Copyright © The Trust for Public Land. The Trust for Public Land and The Trust for Public Land logo are federally registered marks of The Trust for Public Land. Information on this map is provided for purposes of discussion and visualization only. [www.tpl.org](http://www.tpl.org)

THE  
TRUST  
FOR  
PUBLIC  
LAND

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> <span style="font-size: 2em; vertical-align: middle;">7</span>		
<b>Title of Item for Consideration:</b> SP 013-623-010 & SP 013-624-009 Roundabout Project			
<b>Action Requested by:</b> Joe Triplett, Director	<b>Department:</b> Public Works		
<b>Previous Action on this Matter:</b> None.			
<p><b>Background:</b> The County has bid the CSAH 23/24 Roundabout Project. The project will reconstruct portions of CSAH 23 &amp; CSAH 24 and build a roundabout at the intersection. The project is located just south of Chisago City in Chisago Lake Township. The County received four bids ranging from the low bid of \$ \$2,567,605.05 to the high bid of \$2,715,816.55. Engineer Estimate was \$2,757,304.50. Dresel Contracting of Chisago City is the apparent low bidder. Public Works was able to secure over \$2M in federal and state funding for this project. Given the scope of this project and the size of the 2022 construction season, PW requires assistance to deliver the project.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>SP 013-623-010 &amp; SP 013-624-009 Contract with Dresel Contracting</li> <li>MSA Professional Services Agreement for Construction Stacking</li> <li>Kimley-Horn Professional Services Agreement for Construction Services</li> </ul>			
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners award and approve the SP 013-623-010 &amp; SP 013-624-009 Roundabout Project and contract to Dresel Contracting. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to award and approve the SP 013-623-010 &amp; SP 013-624-009 Roundabout Project and contract to Dresel Contracting.”</i></p>			
<p><b>Implications of Action:</b> Approval will allow the County to construct the project.</p> <p><b>Budget/Financial Implications:</b> Construction funding for project will come from 03-325-6605 &amp; the Professional Services will be paid out of the 03-320-6273 account.</p> <p><b>Legal/Policy Implications:</b> The Proposed activities are in compliance with all applicable state and federal regulations and County policies. The County Attorney has approved as to form.</p>			
<b>Administrator's Recommendation</b>			
Approve _____	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

## **Project Contract for CSAH 23/24 Roundabout Project**

This Project Contract is entered into this \_\_\_\_ day of 2022,

Between the County:

County of Chisago, a body politic and corporate, by and through Chisago County Public Works,  
313 North Main Street, Rm 400, Center City, Minnesota,  
with Public Works offices located at 31325 Oasis Rd., Center City, MN 55012

and the Contractor:

Dresel Contracting, Inc., a Minnesota Corporation,  
24044 July Avenue, Chisago City, Minnesota 55013

The Project: CSAH 23/24 Roundabout Project  
SP 013-623-010 & SP 013-624-009

Engineer/Department: Joc Triplett, P.E.  
Director | County Engineer  
Chisago County Public Works

The County and the Contractor agree as set forth below:

### **ARTICLE I – THE CONTRACT DOCUMENTS.**

1.1 The Contract Documents, in order of priority, consist of:

- (A) This Contract;
- (B) The Instructions to Bidders;
- (C) The Bid/Proposal Form;
- (D) The General Conditions of the Contract;
- (E) Project Manual;
- (H) Drawings, Schemes and Designs and Specifications;
- (I) All Modifications issued after execution of this Contract;
- (J) Bonds and Insurance;
- (K) The Contractor's final proposal.

1.2 The Contract Documents form the Contract, and all are as fully a part of the Contract as if attached to this Contract and repeated herein.

1.3 The Contractor understands that all references to "Bidder" in documents attached now refer to the Contractor.

### **ARTICLE II – THE WORK**

2.1 The Contractor shall perform all the Work required by the Contract Documents for the CSAH 23/24 Roundabout Project (SP 013-623-010 & SP 013-624-009), all in conformance with the Contract Documents as listed in Article I.

### **ARTICLE III – TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The Work to be performed under this Contract shall be commenced immediately upon receipt of the fully executed Contract.

3.2 Upon execution of the Contract, Contractor shall provide performance bonds, labor and materials bonds, and certificates of insurance as required by the Contract Documents.

3.3 Construction operations shall not commence prior to Contract Approval, Notice to Proceed and Engineer approved progress schedule.

3.4 Contractor must start construction operations on June 8, 2022, or no later than eight Calendar days after the date of Notice Contract Approval, whichever is later. Contractor must not begin construction operations before Contract approval.

3.5 Contractor must complete all Work to meet the requirements of MnDOT 1516.2, "Project Acceptance," under this Contract before September 16, 2022.

3.6 In addition to the other Contract Time requirements, the Contractor must complete all Work required to have traffic on the planned permanent configuration, including all paving (excluding trail), permanent safety devices (including guardrail), lighting, signing, and striping under this Contract before September 2, 2022. All traffic shall be off the proposed detour routes. Remaining work to meet the requirements of MnDOT 1516.2, "Project Acceptance," must be constructed under traffic with flaggers, as required.

3.7 Incentive Payment. In the event that the Work is completed in advance of September 2, 2022, to allow traffic on permanent configuration as stated above, payment otherwise due in the Contract will be adjusted with an Incentive payment of \$2,000.00 for each Calendar Day that the Work specified in is completed prior to the specified time frame. The total Incentive amount shall not exceed \$40,000.00. Payment of the Incentive will be made on the first partial estimate voucher processed after the Completion of Work has concluded.

3.8 The detour shown in Stage 2B of WB CSAH 23 to NB CSAH 24 shall be limited to 14-calendar days.

3.9 Contractor must complete all Work to meet the requirements of MnDOT 1516.3, "Completion of the Work," under this Contract within 90 Calendar Days of receipt of the Semi-Final Estimate in accordance with MnDOT 1908.2.

3.10 Unless authorized in writing by the Engineer, the Contractor must not begin construction operations that impact, restrict, or interfere with traffic, before receiving Notice to Proceed. The Engineer will determine whether operations impact, restrict, or interfere with traffic at the Engineer's sole discretion.

3.11 The Contractor must not perform Work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal Holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

3.12 The Department based Contract Time (Completion Date) on an anticipated 6-day Work week, Monday through Saturday.

#### **ARTICLE IV – CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders, as may be issued, as provided in the Contract Documents, the Contract sum of the Base Bid: Two Million Five Hundred Sixty-Seven Thousand Six Hundred Five Dollars and Five Cents (\$2,567,605.05). In addition, and as applicable, County will pay Contractor an Incentive Payment as provided and consistent with Article 3.7.

#### **ARTICLE V – PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted to the County by the Contractor and certificates for Payment issued by the County, the County shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

- (A) Not later than thirty (30) days following the end of the period required to review and approve the Application for Payment ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the Work for the period covered by the application for Payment, less the aggregate of previous payments made by the County; and
- (B) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Engineer shall determine for all incomplete Work and unsettled claims as proved in the Contract Document.
- (C) Progress payments shall not be made for materials or equipment not incorporated in the Work.

#### **ARTICLE VI – FINAL PAYMENT**

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed, the Contract fully performed and a final Certificate for Payment has been issued by the Engineer, accompanied by Contractors' Consent of Surety, and when Contractor has complied with all other requirements of the Contract Documents for final payment.

#### **ARTICLE VII – TERMINATION**

7.1 Termination for Insufficient Funding. County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or faxed notice to the Contractor within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

7.2 If at any time the county determines that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that it is executing the same in bad faith or otherwise not in accordance with terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and its surety if a performance bond has been executed of the county's intention to terminate this Contract. Unless within one week after the serving of such notice a satisfactory arrangement is made for continuance, this Contract shall terminate.

7.3 Unavoidable Delay. The Contractor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the Public authorities or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

#### **ARTICLE VIII - INSURANCE**

8.1 The requisite insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy must be on file with the County prior to commencement of any work under this contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

8.2 The County reserves the right to rescind any Contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the county upon written request. All subcontractors shall provide evidence of similar coverage.

8.3 General Liability Insurance. The Contractor shall maintain General Liability Insurance in the amount of \$500,000 for claims for wrongful death and each person for other claims; \$1,500,000 for any number of claims arising out of a single occurrence; and no less than \$3,000,000 aggregate.

8.4 Business Automobile Liability Insurances. The Contractor shall maintain automobile liability insurance coverage in minimum amounts of at least \$500,000 per claim for wrongful death and each person for other claims; \$1,500,000 on a combined single limit basis; and not less than \$3,000,000 aggregate.

8.5 Chisago County shall be named as an additional insured for all insurance coverages.

8.6 The Contractor shall comply with all Workers' Compensation requirements as mandated by Minnesota Law. The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter, to pursue any legal remedies against the Contractor.

8.7 In the event the Contractor or any subcontractor maintain liability coverage in excess of the Minnesota Tort limits, pursuant to Minn. Stat. 466, such coverage shall not constitute a waiver of the limits available to the County.

#### **ARTICLE IX - INDEMNIFICATION**

9.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims actions, demands and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed or provide in connection with such actor omission that negligence of the County or its representatives caused or contributed thereto.

9.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Project Contract keep in force policies if insurance indicated in Article VIII.

This provision is not intended to create any cause of action in favor of any third party against the Contractor or the count or to enlarge in any way the Contractor's liability but it is intended solely to provide for indemnification of the County form liability for damages.

#### **ARTICLE X - SUBCONTRACTOR AND ASSIGNMENT**

10.1 Prohibition of Assignment. The Contract shall not be assigned by the Contractor without the written consent of the County. The County will only consent to assignment provided that Contractor, County and assignee enter into an assignment agreement that binds the assignee to perform and fulfil all matters required of the Contractor under this Project Contract.

10. The Contractor shall be responsible for the performance of all subcontractors. The Contractor is responsible for the prompt payment of any subcontractor performing work under this Contract and shall strictly comply with Minn. Stat. 471.425.

#### **ARTICLE XI - NOTICES**

11.1 Notices, communications, all official notices or questions arising under this Contract shall be directed to:

The County:  
Joe Triplett, Chisago County Engineer  
31325 Oasis Rd.  
Center City, MN 55012  
(651)213-8700 (office)  
(651)213-8772 (fax)  
[joe.triplett@chisagocounty.us](mailto:joe.triplett@chisagocounty.us)

The Contractor:  
Josh Dresel  
Dresel Contracting, Inc.  
24044 July Avenue  
Chisago City, MN 55013  
(651) 257-9469  
[josh@dreselcontracting.com](mailto:josh@dreselcontracting.com)

## **ARTICLE XII – AUDITS, REPORTS, RECORDS, DISCLOSURES, AND MONITORING**

12.1 The Contractor agrees that the County, the State Auditor or legislative authority, or any of their duly authorized representative at any time during normal business hours and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc. and accounting procedure and practices of the Contract which are relevant to the Contract pursuant to Minn. Stat. 16C.05, subd. 5.

12.2 The Contractor agrees to retain for a period of six (6) years after completion or termination of this Project Contract all data and records concerning or related to this Project Contract.

## **ARTICLE XIII - AFFIRMATIVE ACTION REQUIREMENTS**

13.1 County intends to carry out its responsibility for requiring affirmative action by its Contractors.

- (A) Covered Contracts and Contractors. If the Contract exceeds One Hundred Thousand and 00/100 Dollars (\$100,000.00) and the Contractor employed more than ~~forty (40)~~ full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute §363A.36 and Minnesota R. Parts 5000.3400-5000.3600. A Contractor covered by Minnesota Statute §363A.36 because it employed more than forty (40) full-time employees in another state and the Contractor does not have a Certificate of Compliance, said Contractor must certify that it is in compliance with federal affirmative action requirements.
- (B) Minnesota Statute §363A.36. Minnesota Statute §363A.36 requires Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (hereinafter COMMISSIONER) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- (C) Minnesota R. 5000.3400-5000.3600.
  - 1. General. Minnesota R. 5000.3400-5000.3600 implement Minnesota Statute §363A.36. These rules include, but are not limited to: Criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota R. 5000.3400-5000.3600, including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 2. Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.
    - (a) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - (b) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - (c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statute

§363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- (d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - (e) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statute §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
3. Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the COMMISSIONER, refusal by the COMMISSIONER to approve subsequent plans, and termination of all or part of this contract by the COMMISSIONER or County.
4. Certification. The Contractor hereby certifies it is in compliance with the requirements of Minnesota Statute §363A.36 and Minnesota R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance

#### **ARTICLE XIII – MISCELLANEOUS PROVISIONS**

13.1 Terms used in the Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

13.2 Waiver. Any waiver by either Party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

13.3 Modifications. Any alterations, additions, deletions or waivers of the provisions of this Contract shall be valid only when reduced to writing and duly signed by the parties hereto.

13.4 Severability. The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire contract with respect to either party.

13.4 All claims or litigation under this Contract shall be filed and heard in a court of competent jurisdiction in Chisago County, the State of Minnesota.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

COUNTY OF CHISAGO

Dated: \_\_\_\_\_

JANET REITER  
CHISAGO COUNTY ATTORNEY

Dated: March 29, 2022

[illegible]

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

---

Notary Public

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> 8
<b>Title of Item for Consideration:</b> 2023 Drainage Design Services Contract	
<b>Action Requested by:</b> Joe Triplett, Director	<b>Department:</b> Public Works
<b>Previous Action on this Matter:</b> None.	
<p><b>Background:</b> The Public Works Department requires assistance for drainage/pond design and hydraulic modeling for the 2023 construction projects in County's T.I.P. The County has enlisted SRF Consulting, who has extensive experience in these sorts of projects and in the County. County Engineer recommends approval of the agreement.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Professional Services Agreement</li> </ul>	
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the agreement with SRF Consulting for drainage/pond design and hydraulic modeling for the 2023 construction projects in County's T.I.P. The following motion is suggested:</p> <p style="text-align: center;"><i>"Move to approve the agreement with SRF Consulting for drainage/pond design and hydraulic modeling for the 2023 construction projects in County's T.I.P."</i></p>	
<p><b>Implications of Action:</b> Approval will allow the County to follow and meet testing requirements for the County's construction projects.</p> <p><b>Budget/Financial Implications:</b> Funding will come out of 03-320-6273 account.</p> <p><b>Legal/Policy Implications:</b> The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures. The County Attorney has approved as to form.</p>	
<b>Administrator's Recommendation</b>	
Approve ____	Deny ____
Other ____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye ____
	Nay ____
	Abstain ____



SRF No. 15547

February 25, 2022

Ben Hobert  
Assistant County Engineer  
Chisago County  
313 N Main Street, #400  
Center City, MN 55012

Subject: Proposal for Professional Services for 2022 Chisago County Drainage Design Assistance  
Nessel Township, City of Harris, Sunrise/Amador Township and Shafer Township

Dear Ben Hobert:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for drainage design assistance.

### **Scope of Services**

We propose to carry out the work ("Scope of Services"), set forth in Attachment B, attached hereto and incorporated into this Agreement. We proposed to carry out the services described as follows:

- Provide drainage design assistance to Chisago County staff for the following projects:
  - CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township
  - CR 59 from CSAH 9 to CSAH 30 in the City of Harris
  - CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township
  - CR 76 from CSAH 20 to TH 95 in Shafer Township
- Provide construction support for drainage elements on the above listed projects

### **Assumptions**

- Roadway design will be performed by Chisago County staff.
- SRF will provide drainage design data to County Staff for incorporation into the plans and contract documents.
- Construction is planned for 2023 for all projects.

[www.srfconsulting.com](http://www.srfconsulting.com)

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010  
Equal Employment Opportunity/Affirmative Action Employer

### **Schedule**

We will complete this work within a mutually agreed-upon time schedule.

### **Basis of Payment/Budget**

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$134,908 which includes both time and expenses.

### **Changes In Scope of Services**

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

### **Standard Terms and Conditions**

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

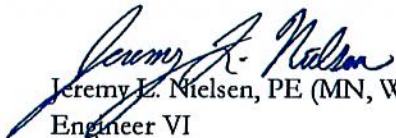
### Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is [jnielsen@srfconsulting.com](mailto:jnielsen@srfconsulting.com).

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

  
Jeremy E. Nielsen, PE (MN, WI)  
Engineer VI

JLN

  
Robert J. Leba, PE (MN)  
Engineer VII

Attachment A: Standard Terms and Conditions

Attachment B: Work Tasks and Person-Hour Estimates

### Approved: Chisago County

(signature)

Name JOSEPH K. TRIPLETT

Title DIRECTOR OF PUBLIC WORKS

Date 3/15/22

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

## ATTACHMENT A

### STANDARD TERMS AND CONDITIONS

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The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

#### 2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

#### 3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

#### 4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

#### 5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

#### 6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

#### 7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

#### 8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

#### 9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.

Client: Chisago County  
Project: 2022 Chisago County Drainage Design Assistance

Subconsultants:

TASK NO.	SUMMARY OF TASKS
1.0	Drainage Design Assistance Project #1 (CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township)
2.0	Drainage Design Assistance Project #2 (CR 59 from CSAH 9 to CSAH 30 in the City of Harris)
3.0	Drainage Design Assistance Project #3 (CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township)
4.0	Drainage Design Assistance Project #4 (CR 76 from CSAH 20 to TH 95 in Shafer Township)

Attachment B:  
Work Tasks and Person-Hour Estimates



15547.PP

Project Overview:

Provide drainage design assistance to Chisago County staff for multiple projects. Roadway design will be performed by Chisago County staff. SRF will provide drainage design data to County Staff for incorporation into the plans and contract documents. Construction is planned for 2023 for all projects.

SRF Consulting Group, Inc.  
Client: Chicago County  
Project: 2022 Chicago County Drainage Design Assistance  
Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PROF. VIII/VI	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH	SUPPORT	TOTALS	EST. FEE
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15547.PP

**ASSUMPTIONS:**

All meetings (coordination meetings with county staff and assistance with agency meetings) will be held virtually (travel not required).

Chicago County will lead agency coordination (set up meetings, submit applications, etc.); SRF will provide technical assistance, assemble computations and figures, and attend meetings as needed.

Roadways are generally rural. CB spacing or spread analysis will not be provided unless specifically noted below.

All roadways will be designed to County State Aid Standards.

All projects are outside of any watershed districts or MS4 requirement areas and will require stormwater treatment per the NPDES Construction Stormwater Permit only (treat new impervious if > 1 ac of new).

Chicago County will coordinate needed geotechnical evaluation. SRF will provide input on needed data for stormwater BMPs.

All CADD files will be in Microstation format.

Chicago County will prepare and sign all final plan sheets including SWPPP notes, tabulations, and pond grading plans. SRF will provide input as specifically noted below.

Drainage report or memorandum will not be required (see Deliverables for items to be provided).

Stormwater modeling will be completed using HydroCAD.

Stormwater modeling will not include the entire project areas (overall project rate control is not required). Modeling will include specific areas identified below under each project.

Chicago County will coordinate all wetland permitting.

Alternative analysis is not required. All projects will have a selected alignment and typical section prior to SRF beginning design work.

QA/QC procedures will follow SRF's basic documentation.

Culverts will be 48" or small and risk assessments will not be required unless specifically identified below.

No box culverts or bridges (10' span or greater) will be included.

Chicago County will design entrance and driveway culverts; SRF will design centerline culverts, stormwater BMPs and other features as specifically noted below.

No regulated floodplain will be impacted. No FEMA or local coordination will be needed and no compensatory storage will be required.

No work will be performed in Public Waters or County Ditches.

Water quality computations will not be required or completed. Stormwater BMPs will be designed utilizing accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading computations or modeling will not be required.

Chicago County will work with landowners to assess and mitigate any impacts to agricultural drain tile systems.

Construction support will provide interpretations of the plans, specifications, and contract provisions. SRF will consult with Chicago County staff when an interpretation involves complex issues or may have an impact on the cost of performing the work. May involve calculations and minor redesigns.

SRF Consulting Group, Inc.  
Client: Chicago County  
Project: 2022 Chicago County Drainage Design Assistance

Attachment B:  
Work Tasks and Person-Hour Estimates



Subconsultants: 0

TASK NO.	TASK DESCRIPTION	PROF. VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPROJ	TOTALS	EST. FEE
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15547.PP

**SRF Deliverables:**  
Update meetings with County Staff  
Drainage computations, including modeling output, culvert calculations, drainage area maps, etc. will be provided as needed for county records and coordination with agencies (MnDOT, MnDNR, etc.)  
CADD files for insertion into plan sheets: proposed contours for basins, details for pond outlets, standard drainage details, etc.  
Design details for centerline culverts - size, material, length, elevation  
Earthwork computations for stormwater BMPs  
Information/data needed for completion of NPDES permit/SWPPP  
Special provisions for stormwater BMP and other drainage specialty items included in SRF design.

**Client Deliverables:**  
Microstation Design Files including: survey, existing topography, contour data (sufficient for all drainage boundaries), utilities, proposed roadway (geometry, alignment, profiles, sections), right of way, etc.  
Geotechnical evaluation including stormwater BMP design information (soil type, infiltration rate, groundwater elevation), pipe bedding recommendations, roadway subdrain recommendations, etc.  
Any available existing hydraulic models  
Drainage concept including potential pond locations, ditch flow directions and culvert locations

## SRF Consulting Group, Inc.

Client: Chicago County

Project: 2022 Chicago County Drainage Design Assistance

Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PROF. VII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Drainage Design Assistance Project #1 (CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township)											15,547.00
	Assumptions and Deliverables:											
	See above											
1.1	Project Coordination and Administration (bi-weekly check in meetings with County staff assumes 2 staff, 6 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	20			10					32	\$5,020.00
1.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 2 hour meeting, preparation and documentation)		4			4					8	\$1,180.00
1.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model to determine runoff volumes and rates. Includes 1 field walk with Chicago County staff (2 SRF staff; combined field walk with other projects)	2	6			10		30			48	\$5,894.00
1.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 3 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model. Determine preliminary grading/construction limits of the proposed BMPs.		4			12		24			40	\$4,780.00
1.5	Analyze existing lake outlet conditions and determine needed size of proposed centerline culvert crossing lake outlet.	4	12			10		10			36	\$5,128.00
1.6	Determine proposed centerline culvert sizes and verify cover requirements for up to 10 centerline culverts or apron inlets to storm sewer.		2			6		16			24	\$2,822.00
1.7	Perform 1 Risk Assessment for lake outlet culvert.		1			2		2			5	\$637.00
1.8	Provide CADD files of pond grading, outlet structure details and other needed drainage details.		2			4		12			18	\$2,138.00
1.9	Assist Chicago County staff in coordination with MnDNR for Lake Outlet crossing.	2	8			4		4			18	\$2,668.00
1.10	Prepare drainage-related special provisions as required.		2			4					6	\$842.00
1.11	Provide permit and design data to Chicago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)		2			4		16			22	\$2,570.00
1.12	Assist Chicago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	6			6		6			20	\$2,798.00
1.13	Provide construction support to Chicago County staff including shop drawing review, technical support and trouble shooting	2	8			8		8			26	\$3,604.00
	<b>SUBTOTAL - TASK 1</b>	<b>14</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>303</b>	<b>\$40,081.00</b>

## SRF Consulting Group, Inc.

Client: Chicago County

Project: 2022 Chicago County Drainage Design Assistance

Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates15547.PP  
EST. FEE

TASK NO.	TASK DESCRIPTION	PROF. VII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
2.0	Drainage Design Assistance Project #2 (CR S9 from CSAH 9 to CSAH 30 in the City of Harris)											
Assumptions and Deliverables:												
See above												
2.1	Project Coordination and Administration (bi-weekly check in meetings with County staff assumes 2 staff, 6 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	20	-	-	10	-	-	-	-	32	\$5,020.00
2.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 2 hour meeting, preparation and documentation)	-	4	-	-	4	-	-	-	-	8	\$1,180.00
2.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model to determine runoff volumes and rates. Includes 1 field walk with Chicago County staff (2 SRF staff; combined field walk with other projects)	2	6	-	-	8	-	24	-	-	40	\$4,984.00
2.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 2 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model. Determine preliminary grading/construction limits of the proposed BMPs.	-	4	-	-	8	-	16	-	-	28	\$3,412.00
2.5	Determine proposed centerline culvert sizes and verify cover requirements for up to 8 centerline culverts or apron inlets to storm sewer.	-	2	-	-	6	-	16	-	-	24	\$2,822.00
2.6	Provide CADD files of pond grading, outlet structure details and other needed drainage details.	-	2	-	-	4	-	12	-	-	18	\$2,138.00
2.7	Prepare drainage-related special provisions as required.	-	2	-	-	4	-	-	-	-	6	\$842.00
2.8	Provide permit and design data to Chicago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)	-	2	-	-	4	-	16	-	-	22	\$2,570.00
2.9	Assist Chicago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	6	-	-	6	-	6	-	-	20	\$2,798.00
2.10	Provide construction support to Chicago County staff including shop drawing review, technical support and trouble shooting	2	8	-	-	8	-	8	-	-	26	\$3,604.00
SUBTOTAL - TASK 2												\$29,380.00

**Attachment B:**  
**Work Tasks and Person-Hour Estimates**

**SRF Consulting Group, Inc.**  
Client: Chicago County  
Project: 2022 Chicago County Drainage Design Assistance



TASK NO.	TASK DESCRIPTION	PROF. VII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.0	Drainage Design Assistance Project #3 (CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township)											15547.00
Subconsultants: 0												
Assumptions and Deliverables: See above												
3.1	Project Coordination and Administration (bi-weekly check in meetings with County staff assumes 2 staff, 6 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	20	-	-	10	-	-	-	-	32	\$5,020.00
3.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 2 hour meeting, preparation and documentation)	-	4	-	-	4	-	-	-	-	8	\$1,180.00
3.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model to determine runoff volumes and rates. Includes 1 field walk with Chicago County staff (2 SRF staff; combined field walk with other projects)	2	6	-	-	6	-	20	-	-	34	\$4,310.00
3.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 2 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model. Determine preliminary grading/construction limits of the proposed BMPs.	-	4	-	-	8	-	16	-	-	28	\$3,412.00
3.5	Determine proposed centerline culvert sizes and verify cover requirements for up to 5 centerline culverts or apron inlets to storm sewer.	-	2	-	-	4	-	8	-	-	14	\$1,706.00
3.6	Provide CADD files of pond grading, outlet structure details and other needed drainage details.	-	2	-	-	4	-	12	-	-	18	\$2,138.00
3.7	Prepare drainage-related special provisions as required.	-	2	-	-	4	-	-	-	-	6	\$842.00
3.8	Assist Chicago County staff in coordination with MnDOT for stormwater discharge to MnDOT ROW.	-	2	-	-	4	-	4	-	-	10	\$1,274.00
3.9	Provide permit and design data to Chicago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)	-	2	-	-	4	-	16	-	-	22	\$2,570.00
3.10	Assist Chicago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	6	-	-	6	-	6	-	-	20	\$2,798.00
3.11	Provide construction support to Chicago County staff including shop drawing review, technical support and trouble shooting	2	8	-	-	8	-	8	-	-	26	\$3,604.00
SUBTOTAL - TASK 3		8	58	0	0	62	0	90	0	0	218	\$28,854.00

## SRF Consulting Group, Inc.

Client: Chisago County

Project: 2022 Chisago County Drainage Design Assistance

Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PROF. VII/VI	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
4.0	Drainage Design Assistance Project #4 (CR 76 from CSAH 20 to TH 95 in Shafer Township)											15547.PP
Assumptions and Deliverables:												
See above												
4.1	Project Coordination and Administration (bi-weekly check in meetings with County staff assumes 2 staff, 6 meetings, and 1 hour per meeting; this task includes additional project coordination efforts)	2	20	-	-	10	-	-	-	-	32	\$5,020.00
4.2	Attend virtual kickoff meeting for project with County Staff to identify preliminary BMP and centerline culvert locations. (Assumes 2 staff for 2 hour meeting, preparation and documentation)	-	4	-	-	4	-	-	-	-	8	\$1,180.00
4.3	Analyze existing conditions. Determine drainage areas, times of concentration, runoff curve numbers and other needed parameters. Develop an existing conditions model to determine runoff volumes and rates. Includes 1 field walk with Chisago County staff (2 SRF staff; combined field walk with other projects)	2	10	-	-	20	-	40	-	-	72	\$8,910.00
4.4	Determine pond or other BMP strategies to meet NPDES requirements and to reduce downstream impacts (up to 3 ponds). Evaluate potential pond/BMP locations, determine needed sizes and incorporate into proposed conditions model. Determine preliminary grading/construction limits of the proposed BMPs.	-	4	-	-	12	-	24	-	-	40	\$4,780.00
4.5	Determine proposed centerline culvert sizes and verify cover requirements for up to 8 centerline culverts or apron inlets to storm sewer.	-	4	-	-	8	-	16	-	-	28	\$3,412.00
4.6	Provide CADD files of pond grading, outlet structure details and other needed drainage details.	-	2	-	-	4	-	12	-	-	18	\$2,138.00
4.7	Perform 2 Risk Assessments (for culvert crossing of channel on east-west portion of roadway at north end of project and 1 additional culvert).	-	1	-	-	4	-	4	-	-	9	\$1,105.00
4.8	Prepare drainage-related special provisions as required.	-	2	-	-	4	-	-	-	-	6	\$842.00
4.9	Provide permit and design data to Chisago County staff for documentation, plan preparation and permit submittals (NPDES/SWPPP, culvert and BMP design, stormwater models, drainage overview maps, etc.)	-	2	-	-	4	-	16	-	-	22	\$2,570.00
4.10	Assist Chisago County staff with other requested drainage related tasks as needed (cross section review, cost estimates, right of way needs, etc.)	2	6	-	-	6	-	6	-	-	20	\$2,798.00
4.11	Provide construction support to Chisago County staff including shop drawing review, technical support and trouble shooting	2	8	-	-	8	-	8	-	-	26	\$3,604.00
SUBTOTAL - TASK 4		8	63	0	0	84	0	126	0	0	281	\$36,359.00

Client: Chicago County  
Project: 2022 Chicago County Drainage Design Assistance  
Subconsultants: 0

**[SRF**

[illegible]

# SRF Consulting Group, Inc.

Client: Chicago County  
Project: 2022 Chicago County Drainage Design Assistance

Subconsultants: 0

## TASK NO. TASK DESCRIPTION

### SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

#### MILEAGE:

#### MEALS:

#### LODGING:

#### REPRODUCTION:

#### COURTHOUSE COPIES:

#### PRINTING:

#### SUPPLIES:

#### COMMUNICATIONS:

### SUBCONSULTANTS:

#### SUBCONSULTANT 1

#### SUBCONSULTANT 2

#### SUBCONSULTANT 3

## Attachment B: Work Tasks and Person-Hour Estimates



PROF. VIII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
Personal Vehicles		400	Miles @	\$0.585						\$234.00
Hotel		0	Meals @	\$11.00						\$0.00
Copy Duplication		0	Nights @	\$100.00						\$0.00
Color Copies		0	Copies @	\$0.10						\$0.00
Bond Prints		0	Copies @	\$0.35						\$0.00
Mylar Prints		0	Prints @	\$6.00						\$0.00
		0	Prints @	\$12.00						\$0.00
		0	Copies @	\$1.00						\$0.00
Mail, Express, Etc.		0	Minutes @	\$0.30						\$0.00
Cell Phone Charges		0								\$0.00
SRF EXPENSES: \$234.00										
SUBCONSULTANTS:										
SUBCONSULTANT 1										\$0.00
SUBCONSULTANT 2										\$0.00
SUBCONSULTANT 3										\$0.00
SUBCONSULTANTS: \$0.00										

## SRF Consulting Group, Inc.

Client: Chisago County

Project: 2022 Chisago County Drainage Design Assistance

Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PROF. VII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	15547 PP EST. FEE
SUMMARY OF COSTS:												
1	Drainage Design Assistance Project #1 (CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township)	\$ 2,660.00	\$ 13,013.00	\$ -	\$ -	\$ 10,584.00	\$ -	\$ 13,824.00	\$ -	\$ -	TOTALS	\$40,081.00
2	Drainage Design Assistance Project #2 (CR 59 from CSAH 9 to CSAH 30 in the City of Harris)	\$ 1,520.00	\$ 9,464.00	\$ -	\$ -	\$ 7,812.00	\$ -	\$ 10,584.00	\$ -	\$ -	\$29,380.00	
3	Drainage Design Assistance Project #3 (CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township)	\$ 1,520.00	\$ 9,802.00	\$ -	\$ -	\$ 7,812.00	\$ -	\$ 9,720.00	\$ -	\$ -	\$28,854.00	
4	Drainage Design Assistance Project #4 (CR 76 from CSAH 20 to TH 95 in Shafer Township)	\$ 1,520.00	\$ 10,647.00	\$ -	\$ -	\$ 10,584.00	\$ -	\$ 13,608.00	\$ -	\$ -	\$36,359.00	
TOTALS		\$7,220.00	\$42,926.00	\$0.00	\$0.00	\$36,792.00	\$0.00	\$47,736.00	\$0.00	\$0.00	\$134,674.00	

## SRF Consulting Group, Inc.

Client: Chisago County

Project: 2022 Chisago County Drainage Design Assistance

Subconsultants: 0

Attachment B:  
Work Tasks and Person-Hour Estimates

TASK NO.	TASK DESCRIPTION	PROF. VIII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
		PROF. VIII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	15547.PP
SUMMARY OF HOURS:												
1	Drainage Design Assistance Project #1 (CSAH 6 from the Isanti County Line to CSAH 4 in Nessel Township)	14	77	-	-	84	-	128	-	-	-	303
2	Drainage Design Assistance Project #2 (CR 59 from CSAH 9 to CSAH 30 in the City of Harris)	8	56	-	-	62	-	98	-	-	-	224
3	Drainage Design Assistance Project #3 (CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township)	8	58	-	-	62	-	90	-	-	-	218
4	Drainage Design Assistance Project #4 (CR 76 from CSAH 20 to TH 95 in Shafer Township)	8	63	-	-	84	-	126	-	-	-	281
TOTALS		38	254	0	0	292	0	442	0	0	0	1,026

## PROFESSIONAL & TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and SRF Consulting Group, Inc., 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55416-3791, an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services; and,

WHEREAS, County is in need of professional drainage design assistance services to assist with the drainage design for certain construction projects that are planned for 2023, as follows:

- o CSAH 6 from the Isanti County line to CSAH in Nessel Township;
- o CR 59 from CSAH 9 to CSAH 30 in the City of Harris;
- o CR 70 from CSAH 11 to TH 95 in Sunrise/Amador Township; and
- o CR 76 from CSAH 20 to TH 95 in Shafer Township;

and,

WHEREAS, County is further in need for construction support services for the drainage elements in the above projects; and,

WHEREAS, the CONTRACTOR has provided the County with a proposal for drainage design assistance services and construction support services in which it represented that it is qualified, duly licensed and willing to perform the services set forth in said proposal.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective on April 7, 2022, or upon the date the final required signature is obtained by County, whichever occurs later, and shall remain in effect until February 1, 2023, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.
- II. **CONTRACT DOCUMENTS.** The Agreement of the County and the CONTRACTOR consists of the terms and conditions contained in this Professional & Technical Services Contract and CONTRACTOR's proposal, entitled "Proposal for Professional Services for 2022 Chisago Drainage Design Assistance: Nessel Township, City of Harris, Sunrise/Amador Township and Shafer Township", dated February 25, 2022, a copy of which is attached hereto and incorporated herein as **Attachment A**. To the extent that the terms and conditions of the Profession & Technical Services Contract conflict with the terms set forth in **Attachment A**, the terms and conditions of the Professional & Technical Services Contract shall prevail.

III. **CONTRACTOR'S DUTIES.** The CONTRACTOR shall perform those duties and deliver those services described in **Attachment A.**

IV. **CONSIDERATION AND TERMS OF PAYMENT.**

A. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall not exceed One Hundred Thirty-Four Thousand, Nine Hundred Eight and No/100 Dollars (\$134,908.00) as provided in **Attachment A.** Said contract sum shall be allocated across those projects and paid in such allocated sums as identified in **Attachment A.**

B. **Terms of Payment.**

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County pursuant to the standard of care and to the extent compliance is not inconsistent with CONTRACTOR's professional practice requirements, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be defective or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR within thirty (30) days of completion of the work.

V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Joe Triplett, PE  
Public Works Director/County Engineer  
Address: 31325 Oasis Road, Room 400, Center City, MN 55012  
Telephone: (651) 213-8708  
E-Mail: [Joe.Triplett@chisagocounty.us](mailto:Joe.Triplett@chisagocounty.us)  
Fax: (651) 213-8772

B. CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Jeremy L. Nielsen, PE, Senior Technical Leader  
Company: SRF Consulting Group, Inc.  
Address: 3701 Wayzata Blvd., Suite 100  
Minneapolis, MN 55416-3791  
Telephone: 763.475.0010  
E-Mail: [jnielsen@srfconsulting.com](mailto:jnielsen@srfconsulting.com)  
Fax: 1.866.440.6364

**VI. CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

**VII. ASSIGNMENT AND SUBCONTRACTING.**

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County. The County will consent to assignment only upon the County, CONTRACTOR and assignee reaching an agreement in which assignee agrees to be bound by this Agreement. XVII. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

- VIII. LIABILITY.** The CONTRACTOR agrees to indemnify and hold County, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorneys' fees incurred by County, in the performance of this contract by the CONTRACTOR. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract but only to the extent such claims or causes of action are caused by the CONTRACTOR's negligent acts, errors, and omissions or any entity in which the CONTRACTOR is legally liable. CONTRACTOR has no obligation to indemnify, defend, or hold harmless the County from any claims or causes of action caused by the County's negligence or fault or the negligence or fault of others.

**IX. INSURANCE.**

- A. *Workers' Compensation.* CONTRACTOR certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The CONTRACTOR's employees and agents will not be considered County employees. The contractor certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third

party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.

- B. *General Liability Insurance.* Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows:

\$500,000 per claim; \$1,500,000 per occurrence; \$3,000,000 annual aggregate

- C. *Professional Liability Insurance (Errors and Omissions)* Contractor shall maintain professional liability insurance for the work of the professionals engaged in the professional services and work of this Contract. Said policies covering the errors and omissions of the professionals working under this Contract shall remain in effect for six (6) year following the completion of the work.

- D. CONTRACTOR shall name the County as an additional insured on the above policies and at the time of signing this Agreement CONTRACTOR shall provide the County with a certificate of insurance as evidence of such kinds and amounts of coverages.

- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.

- X. **MINNESOTA STATUTE §181.59.**

The CONTRACTOR will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and paid for in full by the County under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS). Ownership and intellectual property rights does not apply to any MATERIALS previously owned or licensed to CONTRACTOR. Any such use or reuse, or any modification of MATERIALS by the County will be at the County or other's sole risk and without liability and legal exposure to CONTRACTOR.

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced, or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

(Signatures of the parties are found on the next page.)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **CONTRACTOR – SRF Consulting Group, Inc.**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title:
Date:

2. **COUNTY OF CHISAGO**


APPROVED:

By:
Rick Greene Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Christina Vollrath, Clerk to the Board
Date:

REVIEWED AND APPROVED AS TO FORM:

JANET REITER CHISAGO COUNTY ATTORNEY
By: 
Name and Title: Jeffrey B. Fuge, Assistant County Attorney
Date: March 25, 2022

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> 9		
<b>Title of Item for Consideration:</b> Credit Card Limit Increase Request – Joe Triplett, County Engineer			
<b>Action Requested by:</b> Chase Burnham, County Administrator	<b>Department:</b> Administration		
<b>Previous Action on this Matter:</b> None.			
<p><b>Background:</b> The card will be used for equipment purchases, supplies, organization fees, training, conference registration, and travel.</p> <p>The Public Works Department currently only has 2 credit cards which has been causing routine limit constraints within the broader department due to the limited purchasing power.</p> <ul style="list-style-type: none"> <li>• Joe Triplett, County Engineer – \$5,000</li> </ul>			
<p><b>Action Requested/Recommended:</b> The County Board is respectfully requested to approve an increase to \$5,000 for the County credit card of Joe Triplett, County Engineer. The following motion is suggested:</p> <p style="text-align: center;"><i>“Move to approve an increase to \$5,000 for the County credit card of Joe Triplett, County Engineer.”</i></p>			
<p><b>Implications of Action:</b> Board approval at tonight’s meeting will allow the County Auditor Office to increase the purchasing limit on a credit card for Joe Triplett, County Engineer.</p> <p><b>Budget/Financial Implications:</b> None.</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in general conformity with applicable state statutes and County authority and policies.</p>			
<b>Administrator’s Recommendation</b>			
Approve _____	Deny _____	Other _____	
Motion By:		Seconded by:	
To:			
Action on Motion:	Aye _____	Nay _____	Abstain _____

**COUNTY OF CHISAGO**  
**REQUEST FOR COUNTY CREDIT CARD LIMIT INCREASE**

TO: COUNTY AUDITOR

FROM: \_\_\_\_\_  
Joe Triplett  
\_\_\_\_\_  
Public Works

RE: Request for County Issued Credit Card Limit Increase  
(Place an X in the applicable box)

Current Limit \$ 2500

Requested Limit \$ 5000

**Department Head Portion:**

I request the following employee be considered for the limit increase amount above:

Employee Full Name (print): Joe Triplett

Title & Department: Director of Public Works

Reason of Request:

Public Works is finding that more and more of our equipment  
purchases are online and we require more purchase power  
\_\_\_\_\_  
\_\_\_\_\_

The Department Head may recommend an account limit for an employee however, the County Board of Commissioners will establish all account limits.

  
Signature of Employee

3/22/22  
Date

  
Signature of Department Head

3/22/22  
Date

\*\*\* PLEASE RETURN TO AUDITOR'S OFFICE \*\*\*

**County Auditor Portion:**

Received request on 3/22/22  
Date

Amy Lombardo  
Chisago County Auditor deputy

3/22/22  
Date

Presented to the Chisago County Board on \_\_\_\_\_  
Date

Action taken by Chisago County Board on \_\_\_\_\_  
Date

- ☐ Approved as requested
- ☐ Denied
- ☐ Other



**Board Approval Stamp**

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> 10
<b>Title of Item for Consideration:</b> Public Works Equipment Request – 2022 CIP – Arm Mower	
<b>Action Requested by:</b> Joe Triplett, County Engineer	<b>Department:</b> Public Works
<b>Previous Action on this Matter:</b> The approved 2022 Capital Improvement Plan identified up to \$154,000 for purchase of a new Arm Mower for Public Works.	
<p><b>Background:</b> Staff solicited competitive quotes for the purchase of a new Brush Chipper. Pursuant to Chisago County Purchasing Policy the attached Sourcewell Government Tree Maintenance cooperative contract proposal from RDO Equipment Company for a new 2022 Vermeer BC900XL Brush Chipper is presented for approval.</p> <p>The proposal is presented at a cost of \$176,012.09. The 2022 CIP allocated \$154,000 from the approved 2022 Capital Improvement Plan. The additional cost is due to the following;</p> <ol style="list-style-type: none"><li>1. It is one size up on the tractor (which is what I should have had from the start but forgot this was an arm mower)</li><li>2. State contract has gone up</li><li>3. Diamond Mower's prices have increased since last summer (this is the mower deck)</li></ol> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"><li>• Equipment Expenditure Request</li><li>• Massey Ferguson Model: MF 6714S Quote</li><li>• Diamond Mower 23 Foot Boom Quote</li></ul>	
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board affirmatively consider the new Arm Mower purchase with the quote presented by Ziegler Ag Equipment and Diamond Mowers. The suggested motion to approve this action is as follows:</p> <p><b><i>“Move to approve the purchase of a Arm Mower from Ziegler Ag Equipment and Diamond Mowers as presented.”</i></b></p>	
<p><b>Implications of Action:</b> Recommended Board action results in a new purchase for the Public Works Department.</p> <p><b>Budget/Financial Implications:</b> The proposal is presented at a cost of \$176,012.09. The 2022 CIP allocated \$154,000 from the approved 2022 Capital Improvement Plan.</p> <p><b>Legal/Policy Implications:</b> The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.</p>	

<i>Administrator's Recommendation</i>							
Approve _____		Deny _____		Other _____			
Motion By:			Seconded by:				
To:							
Action on Motion:		Aye _____		Nay _____		Abstain _____	

for assets \$3,000 or more

Date 3/23/2022

Estimated Cost - \$176,012.09

Yes \_\_\_\_\_ No   X  

If no, please explain 2022 C.I.P. - PWKS-0091

Harris shop

DATE 3/23/22

DATE 3/23/22

DATE 3/23/22

NO

DATE TO BE APPROVED \_\_\_\_\_

Year/Make/Model

## Amount -



192467-01

March 23, 2022

CHISAGO COUNTY PUBLIC WORKS  
DIV HIGHWAY OPERATIONS  
313 N MAIN ST RM 400  
CENTER CITY, Minnesota 55012-9663

Dear Tony,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**Massey Ferguson Model: MF6714S**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days using Agco's governmental programs, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

VJ Polkus  
Territory Manager

**Massey Ferguson Model: MF6714S**

**MACHINE SPECIFICATIONS**

**DESCRIPTION**

Massey 6714S (Dyna 6) Classic  
380/85 (14.9) R28 R1W - WW  
460/85R38 R1W - 8 Lug Steel  
Independent PTO: 540/1000 RPM  
Rear Fender Mounted PTO Shut-Off  
AGCO POWER? 4.9L 4 Cylinder  
26 gpm (100L/min) Twin Flow Open Center System  
3 Mechanical Valves  
3 Point Hitch: Category 2/3 Link age Ball Ends: 8,520 lbs lift capacity @ 24"  
Radio,CD Player,MP3 Compatible -  
Engine Block Heater (110V)  
2 Roof Mounted Beacon & SAE SMV sign

---

**PRICE**

**\$103,161.09**

---

**WARRANTY**

Standard Warranty:	1 Year Unlimited Premier
Extended Warranty:	Available

**F.O.B/TERMS: COLUMBUS, MN**



Bill To Name CHISAGO COUNTY (MN)  
Bill To 313 NORTH MAIN STREET  
ROOM 400  
CENTER CITY, MN 55012  
Date 3/22/2022

Ship To Name CHISAGO COUNTY (MN)  
Ship To 31325 OASIS ROAD  
CENTER CITY, MN 55012  
Contact Name Tony Nielsen  
Primary Phone (651) 213-8700  
Mobile Phone 612-214-4493  
Email [tony.nielsen@chisagocounty.us](mailto:tony.nielsen@chisagocounty.us)

Quantity	Product Code	Product	List Price	Sales Price	Ext Cost
1.00	DBM-C-H	23 Foot Rear Cradle Boom - includes boom, mounting hardware, 4-spool valve, cable controls, transport lock, hydraulic actuator, auxillary oil cooler, pump & grill guard, polycarbonate safety glass & wheel weights.	\$49,814.00	\$43,438.00	\$43,438.00
1.00	101	Four- Function IBC, Proportional Joystick - in lieu of cable controls	\$9,975.00	\$8,698.00	\$8,698.00
1.00	DBR050-H	50" Boom Rotary	\$14,031.00	\$12,235.00	\$12,235.00
1.00	48-0003	Factory Authorized Mount - Rear Cradle Boom Mowers	\$11,314.00	\$7,354.00	\$7,354.00

Total Cost \$71,725.00  
Steel Surcharge \$0.00  
Freight \$1,126.00  
Total Price \$72,851.00

\*Tractor Make Massey Ferguson  
\*2WD / 4WD 4WD

Lead Time 28-30 Weeks  
Contract Name MN State

Prepared By Paul Schreurs  
Phone (605) 929-3083  
Email [pschreurs@diamondmowers.com](mailto:pschreurs@diamondmowers.com)  
OP OP030548  
Quote Number 00033479

**DIAMOND MOWERS, LLC**  
350 E. 60<sup>th</sup> Street N  
Sioux Falls, SD 57104  
(605) 977-3300 ph | (605) 655-5870 fx  
[www.diamondmowers.com](http://www.diamondmowers.com)

Freight may vary. Invoiced at market rate at time of shipment.

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> 11
<b>Title of Item for Consideration:</b> Public Works Equipment Request – Brine Equipment	
<b>Action Requested by:</b> Joe Triplett, County Engineer	<b>Department:</b> Public Works
<b>Previous Action on this Matter:</b> The Brine Equipment was discussed at the March 9 <sup>th</sup> and February 9 <sup>th</sup> Budget and Finance Committees.	
<p><b>Background:</b> The Public Works Department is proposing converting de-icing efforts to using brine in conjunction with the salt. The reasons to do this:</p> <ul style="list-style-type: none"> <li>• Able to use less salt</li> <li>• De-icing happens faster</li> <li>• More environmentally friendly</li> <li>• Ultimately saves money while improving performance</li> </ul> <p>Staff solicited competitive quotes for the purchase of Brine Equipment pursuant to Chisago County Purchasing Policy.</p> <p>County Engineer Joe Triplett is proposing to redirect \$130K 2022 CIP funds (allocated to purchase 2 1-ton trucks to purchase the Brine equipment, and the remainder of the \$135K to be ARPA, depending on the price of the treated salt.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>• Equipment Expenditure Request</li> <li>• Cargill Quote – Accubatch Brine Maker</li> <li>• Frost Inc. Estimate – Brine Tanks</li> </ul>	
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board approve the purchase of the Brine equipment from Cargill and Frost Inc. for up to \$235,000. The suggested motion to approve this action is as follows:</p> <p style="text-align: center;"><i><b>“Move to approve the purchase of the Brine equipment from Cargill and Frost Inc. for up to \$235,000.”</b></i></p>	
<p><b>Implications of Action:</b> Recommended Board action results in a new purchase for the Public Works Department.</p> <p><b>Budget/Financial Implications:</b> The proposal is presented at a cost of \$265,000, redirect \$130K 2022 CIP funds (allocated to purchase 2 1-ton trucks to purchase the Brine equipment, and the remainder of the \$135K to be ARPA, depending on the price of the treated salt.</p> <p><b>Legal/Policy Implications:</b> The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.</p>	

<i>Administrator's Recommendation</i>							
Approve _____		Deny _____		Other _____			
Motion By:			Seconded by:				
To:							
Action on Motion:		Aye _____		Nay _____		Abstain _____	

# CHISAGO COUNTY

## Equipment Expenditure Request for Fixed Asset Purchases



revised 01/2022

**for assets \$3,000 or more**  
**APPROVAL IS REQUIRED PRIOR TO PURCHASE**  
**orders are not to be split to avoid policy limits**

Date 3/24/2022

Asset Description - Brine Equipment

Estimated Cost - \$265,000

Was this item budgeted for this year's department budget? Yes \_\_\_\_\_ No X

If yes, what budget? \_\_\_\_\_

If no, please explain TBD

AND source of funds \_\_\_\_\_

Department and/or location of equipment -

Public Works - Center City & Harris shops

Is this a replacement? If yes, explain -

Reference asset tag number and/or description of item you are replacing

This request has been reviewed by the Department Head, and if applicable, County Administrator for consistency, uniformity, policy compliance and budget planning. Including information on total cost such as tax, interest and rental costs.

### SIGNATURES REQUIRED

Requestor -

DATE 3/24/22

Department Head -

DATE 3/24/22

Required if purchase is  
**\$3,000 - \$25,000**

County Administrator -

DATE

Required if purchase is  
**> \$25,000**

Board Approved -

YES

NO

MTG DATE

DATE TO BE APPROVED

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number \_\_\_\_\_

Capital Asset Tag # \_\_\_\_\_

Year/Make/Model \_\_\_\_\_

Serial Number \_\_\_\_\_

Capital Asset Tag # \_\_\_\_\_

Year/Make/Model \_\_\_\_\_

Serial Number \_\_\_\_\_

Capital Asset Tag # \_\_\_\_\_

Year/Make/Model \_\_\_\_\_

### When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: \_\_\_\_\_

Approved: \_\_\_\_\_

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Inventory Y or N: \_\_\_\_\_

AUDITOR'S OFFICE USE

Vendor Paid - \_\_\_\_\_

Warrant Number - \_\_\_\_\_

G/L Account - \_\_\_\_\_

Date Paid - \_\_\_\_\_

Amount - \_\_\_\_\_



February 1, 2022

Chisago County Public Works  
31325 Oasis Road  
Center City, MN 55012  
Bruce Lind  
[Bruce.lind@chisagocountymn.gov](mailto:Bruce.lind@chisagocountymn.gov)  
651-755-7270

**RE: AccuBatch® brine maker**

The AccuBatch® brine maker from Cargill Salt – Road Safety is a brine production system that allows for brine to be manually produced with a temperature compensated conductivity meter for accurate salinity concentration in an entry level machine. All AccuBatch® brine makers come with:

- Up to 2,400 gallons/hour production levels – *Produce as much or as little brine based on your needs*
- Automatic Salinity control – *System uses patent pending technology to ensure continuous, accurate concentration to +/- 0.2% of your desired salinity*
- Durable rugged design – *Marine grade fiberglass is corrosion resistant and an all-weather long-lasting housing for the control panel*
- Single phase electrical – operates on 208-240V, 30A, single phase power with Type L6-30 receptacle
- Ease of Clean Out – *System is designed to make clean out simple and safe without intensive labor*



This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

Item	Qty	Description	Each	Extended
1	2	<b>AccuBatch® brine maker</b> Includes a factory installed stainless steel spill shield. Continuous, automatic salinity measurement & control. Single phase electric system with salt tank, brine tank and control panel. <i>(Sourcewell pricing)</i>	\$27,645.00	\$55,290.00
2	2	<b>AccuBrine® Blend V2 – Blending of One Additive – w/Flow Meter</b> Skid-mounted system including 3hp motor/pump with the ability to pull brine and one additive and pump desired quantity on demand and	\$39,607.00	\$79,214.00

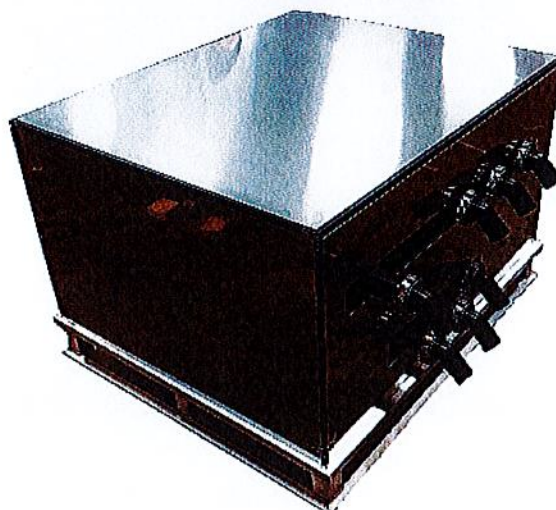
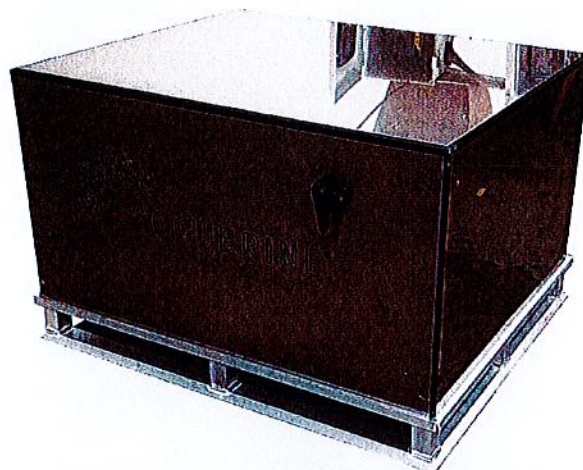


		truck offload capability. Includes ability to record truck ID, date/time & quantity loaded. 200 ft. hose standard. Heated enclosure standard. <i>(Sourcewell pricing)</i>	
3	4	Labor to Install, Commission and Train on 4 machines	\$14,420.00
4	4	Freight:	\$4,850.00
		Total:	\$153,774.00

### Optional AccuBrine® Blend V2 Truck Loading & Blending System

With the AccuBrine® Blend V2, you can create custom liquid blends of your choosing at the touch of a button. This modular system enables you to produce any custom blend by mixing your brine with various other liquid additives to enhance performance and lower the effective melting temperature. This is the best way to achieve the custom blends you desire efficiently and accurately.

- No Blended Storage required – *this system eliminates the need to store blended product in storage tanks as a custom blend can be made in real time as it is being sent directly to a liquid application truck.*
- Upgrade any brinemaker – *add to any existing brinemaker setup, as this Truck Loading & Blending System operates independently of the brinemaker.*
- Protective Shroud – *internal components mounted to a coated aluminum frame & stainless-steel shroud with internal heater. Designed to protect components from outside elements.*
- Stainless Steel Pump standard – *Stainless Steel cast and wetted parts. Rated either 100 or 200 gallons per minute discharge (model dependent).*
- Accurate volumes – *product dispensed will be measured via a corrosion resistant, in-line Flow Meter. Product is delivered to the truck in a stacked method i.e. Product A, then Product B, then Product C.*
- Level Sensors – *storage tank volume sensors provided to determine if enough volume of each product is available to produce desired blend.*
- Product Recirculation – *ability to schedule for automatic recirculation of tanks during off-hours to help eliminate stratifications and solids settling out of solutions. Requires storage tanks to be plumbed according to recommendation.*





This quote does not constitute an order confirmation. The prices quoted in this letter are valid for a sixty (60) day timeframe.

Optional Critical Part Packages Offered		Each
A	AccuBatch Control Panel Pedestal	\$2,400.00
B	Critical Spare Parts Kit for AccuBrine® Blend V2	\$6,775.00
C	IP Address for Remote Communication – Modification of Factory IP Addresses and consultation to establish remote communications.	\$500.00

X 1

Item	Qty	Optional PM Services Offered	Each	Extended
A	1	Field Consultation and Layout – Factory technician made available on-site for required project meeting. Includes factory technician's travel and local living expenses.	\$2,500.00	\$2,500.00
B	1	IP Address for Remote Communication – Modification of Factory IP Addresses and consultation to establish remote communications.	\$500.00	\$500.00
C	1	Pre-Season Startup Service – Brinemaker Startup with Training. Includes factory technician's travel and local living expenses. Target dates for this work are August – October.	\$3,000.00	\$3,000.00
D	1	Post-Season Shutdown Service – Brinemaker Shutdown and cleanout. Includes factory technician's travel and local living expenses. Target dates for this work are March – May.	\$3,000.00	\$3,000.00
E	1	Annual Training Refresher – Brinemaker training on-site. Includes factory technician's travel and local living expenses. Requires an operational brinemaker with all utilities and rock salt availability for operation of the unit during training. Target dates for this work are August – October.	\$2,500.00	\$2,500.00

Below is a basic block diagram utilizing a brine storage tank and (1) additive tank, with the ability to circulate product during off-hours. The quoted system allows you to make salt brine to send to storage AND pull brine and additive(s) from storage and send to the Remote Truck Fill at the same time. This is possible since the AccuBrine Blend V2 has its own pump/motor and operates independently of the brinemaker.

Frost Inc.  
2205 US Hwy 8 - PO Box 184  
St Croix Falls, WI 54024  
(800) 621-7910  
info@frostserv.com  
www.frostserv.com



## Estimate

### ADDRESS

Chisago County Public Works  
Tamara Fairbanks  
313 N Main St  
Room 400  
Center City, MN 55012

### SHIP TO

Chisago County Public  
Works  
31325 Oasis Rd  
Center City, MN 55012

ESTIMATE # 19947

DATE 02/28/2022

EXPIRATION DATE 05/31/2022

ACTIVITY	QTY	RATE	AMOUNT
Non Stock Item	4	15,565.00	62,260.00T
Dual Wall Vertical tank, 6500 gallons 3202 lbs 120" x 207"			
19563	4	693.00	2,772.00T
Fitting, special dual wall tank fitting, 2" FNPT			
Shipping	2	2,300.00	4,600.00T
Shipping Customer Paid Oversized load			
Misc parts	1	1,000.00	1,000.00T
Miscellaneous hose, fittings or hardware Unspecified. Estimated cost only.			

Thank you for your inquiry!  
Please contact us if there are any questions.  
This is an estimate. Prices are subject to change at any  
time.

SUBTOTAL	70,632.00
TAX	0.00
<b>TOTAL</b>	<b>\$70,632.00</b>

Accepted By

Accepted Date

Custom order and special orders are non-refundable.  
Used items are not refundable. Return authorization is required.  
Returns within 30 days are subject to a restock fee up to 15%.  
Credit card orders over \$1000 are subject to a 3% processing fee.  
Late payments are subject to a 3% finance charge per month.

## Joe K. Triplett

---

**From:** Tony J. Nielsen  
**Sent:** Thursday, February 3, 2022 7:42 AM  
**To:** Joe K. Triplett  
**Cc:** Bruce A. Lind  
**Subject:** Quote Updates

To add the pre-wet system to our current Edge bodies (9 tandems) it would be \$33174 if we do the install. Labor if Towmaster does is would be an additional \$19611. I spoke with Towmaster and we should be able to do this in house.

~~The guidance laser is \$2800 per truck, including the 3 we have coming in this year it would be \$30800. There is no price break to buy quantity, just save on shipping. I could start ordering a few at a time and just pluck away as the budget allows.~~

Tony Nielsen | Fleet Maintenance Supervisor  
Public Works  
31325 Oasis Rd  
Center City, MN 55012  
[Tony.Nielsen@chisagocountymn.gov](mailto:Tony.Nielsen@chisagocountymn.gov)  
Phone: 651-213-8752

*'Chisago County was created by the State of Minnesota to serve, protect, and enhance the quality of life for those we serve.'*



NOTICE: E-mail correspondence to and from Chisago County may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

## Chisago County Request For Board Action

**Meeting Date:** April 6, 2022

**Item Number:**

12

**Title of Item for Consideration:** Parks Division Seasonal Staffing Wage Increase and Incentives

**Action Requested by:** Kurt Schneider, Director

**Department:** Environmental Services - County Parks Division

**Previous Action on this Matter:** Seasonal Parks Staffing budget has been approved and includes funding for Park Rangers (3); Collection Attendants (3); Seasonal Maintenance (4); Parks Maintenance Technician (1) and a future proposed position of Office Support Specialist-Parks.

**Background:**

Over the past few years wage increase have steadily grown in the Parks and Recreation industry within cities and counties throughout the entire State of Minnesota. Chisago County Parks has not increased wages for parks staffing in several years. Currently all-seasonal employees start and are held at a fixed payrate with no employee incentive raises for returning employees. To continue to remain competitive and improve and enhance the parks and trails within the county and recruit new and returning seasonal employees a proposal for seasonal increases is presented.

The proposed seasonal position increases and wage incentives is in under review of Human Resources. Seasonal hours and schedule of each position will increase/decrease to stay within budget as follows:

**Seasonal Park Rangers-**

Current fixed wage of \$17.00 per/hour with no returning employee raise incentives.

Proposed PayScale for (2022-2023)- New hires starting rate stays the same at \$17.00 per/hour with returning employees receiving \$.50 increase per each year of service with a max wage amount of \$18.00 per/hour.

**Seasonal Parks Maintenance Workers-**

Current fixed wage of \$15.00 per/hour with no returning employee raise incentives.

Proposed PayScale for (2022-2023)- New hires starting rate stays the same at \$15.00 per/hour with returning employees receiving \$.50 increase per each year of service with a max wage amount of \$17.00 per/hour.

**Seasonal Parks Collection Attendants-**

Current fixed wage of \$11.00 per/hour with no returning employee raise incentives.

Proposed PayScale for (2022-2023)- New hires starting rate increases to \$13.00 per/hour with returning employees receiving \$.50 increase per each year of service with a max wage amount of \$15.00 per/hour.

**Attachment(s):**

- 2022 Seasonal Parks Staffing Budget Plan

**Action Requested/Recommended:** It is respectfully requested that the Chisago County Board approve the request to incorporate the Parks Seasonal Employee wage increases and raise incentives into the Parks and Trails seasonal staffing plan. The suggested motion to approve this action is as

follows:

***“Move to Approve the Parks Seasonal Employee Staffing wage increases and raise incentives into the annual seasonal staffing plan of the Parks and Trails Division of Environmental Services Department.”***

***Implications of Action:*** Recommended Board action authorizes the necessary wage increase and raise incentives in order to retain returning employees and fill the position as described.

***Budget/Financial Implications:*** Seasonal Parks Staffing wage increases will stay within allocated amounts budgeted.

***Legal/Policy Implications:*** The recommended Board action creates new wage increases and incentives for Seasonal Parks Staffing withing the County.

***Administrator's Recommendation***

Approve \_\_\_\_\_

Deny \_\_\_\_\_

Other \_\_\_\_\_

Motion By:

Seconded by:

To:

Action on Motion:

Aye \_\_\_\_\_

Nay \_\_\_\_\_

Abstain \_\_\_\_\_

## **2022 Seasonal Parks Staffing**

We have \$143,364.00 budgeted for Part-time labor in 2022.

- **Park Rangers (May 27<sup>th</sup>-Sept 5<sup>th</sup>)**
  - Current PayScale- (\$17.00)-Flat rate, with no returning employee raise incentives
  - Purposed PayScale for 2022-2023 (\$17.00-\$18.00)
  - New hires starting rate- \$17.00
  - Returning employees- (Increase \$.50 per/hour for each year of service with max amount of \$18.00 per/hour)
- **2022 Staffing needs**
  - 340 total hours for 1 position @ \$17.50 per/hour= \$5,950.00
  - 680 total hours for 2 positions @ \$17.00 per/hour= \$11,560.00
  - **1020 total hours for all positions= \$17,510.00**
- **Collection Attendants (May 27<sup>th</sup>-Sept 5<sup>th</sup>)**
  - Current PayScale- (\$11.00)-Flat rate, with no returning employee raise incentives
  - Purposed PayScale for 2022-2023 (\$13.00-\$15.00)
  - New hires starting rate- \$13.00
  - Returning employees- (Increase \$.50 per/hour for each year of service with max amount of \$15.00 per/hour)
- **2022 Staffing needs**
  - 247 total hours for 1 position @ \$13.50 per/hour= \$3211.00
  - 247 total hours for 1 position @ \$14.50 per/hour= \$3581.00
  - 247 total hours for 1 position @ \$15.00 per/hour= \$3705.00
  - **741 total hours for all positions= \$10,497.00**

- **Seasonal Parks Maintenance Workers (March 28<sup>th</sup>-Oct 31<sup>st</sup>)**
  - Current PayScale- (\$15.00)-Flat rate, with no returning employee raise incentives
  - Purposed PayScale for 2022-2023 (\$15.00-\$17.00)
  - New hires starting rate- \$15.00
  - Returning employees- (Increase \$.50 per/hour for each year of service with max amount of \$17.00 per/hour)
  - Season Maintenance Staff
    - 600 total hours per position (1 positions) @ \$16.50 per/hour= \$9,900.00
    - 600 total hours per position (1 positions) @ \$15.00 per/hour= \$9,000.00
    - 400 total hours per position (1 positions) 26 weeks at 3 days a week -@ \$16.50 per/hour= \$6,600.00
    - 400 total hours per position (1 positions) 26 weeks at 2 days a week -@ \$15.00 per/hour= \$6,600.00
  - 2000 total hours for 4 positions= **\$32,100.00**
- **Parks Maintenance Technician (March 21<sup>st</sup>-November 18<sup>th</sup> -2022)**
  - 35 weeks (1 position) for 2022 @ \$21.65 per/hour (Grade 15) (Step 8)
  - 1400 total hours= **\$30,310.00 in 2022**
  - Range of hours per year- (1248-1578)
  - Range in weeks (31-39) per year
  - 3/5<sup>th</sup> time employee
- **Parks Maintenance Technician II (May 1<sup>st</sup>-October 27<sup>th</sup> -2022)**
  - 26 weeks (1 position) for 2022 @ \$17.91 per/hour (Grade 15) (Step 3)
  - 1040 total hours= **\$18,626.00 in 2022**
  - Range of hours per year- (1248-1578)
  - Range in weeks (31-39) per year
  - 3/5<sup>th</sup> time employee
- **Office Support Specialist- Parks Division (Part-time/ Year-round position)**
  - 34 weeks (1 position) for 2022 @ \$18.66 per/hour (Grade 12) (Step 7)
  - 680 total hours= **\$12,688.00 in 2022**
  - **Projected for 2023**
  - 52 weeks (1 position) for 2023 @ \$19.37 per/hour (Grade 12) (Step 8)
  - 1040 total hours= **\$20,144.00 in 2023**
  - 3/5<sup>th</sup> time employee

- **Total Part-time employee wages for 2022**

\$ (17,510)	Parks Rangers
\$ (10,497)	Collection Attendants
\$ (32,100)	Parks Maintenance Season staff
\$ (30,310)	Parks Maintenance Technician I
\$ (18,626)	Parks Maintenance Technician II
\$ (12,688)	Parks and Trails Office Support Specialist
<b>\$ 121,731</b>	

\$ 143,364      2022 Budgeted Amount

\$ (21,633)-Remaining budget dollars projected in 2022

- **Total Part-time employee wages for 2023 (Projected)**

\$ (18,000)	Parks Rangers
\$ (11,000)	Collection Attendants
\$ (33,500)	Parks Maintenance Season staff
\$ (31,906)	Parks Maintenance Technician I
\$ (19,593)	Parks Maintenance Technician II
\$ (20,144)	Parks and Trails Office Support Specialist
<b>\$ (134,197)</b>	

## **Program Seasonal Hires**

1. Previous Years Process
  - 1) Create Tentative Schedule- for Fish Lake employees- Ranger/Collection Attendants
    - a. Number of working days vary each year
  - 2) Determine park's maintenance needs for the year- predicting start dates (Seasonal Maintenance Staff)
    - a. Anticipate number of hours employees will work (compare to previous years)
    - b. 2- employees work 2-3 days/week
    - c. 2- employees work 4-5 days/week
  - 3) Complete Personnel Requisitions
  - 4) Forward Personnel Requisitions/Job descriptions to HR Director
  - 5) Post Job openings in Chisago County Press, Chisago County Website, and League of MN Cities
2. Offer Letters- HR Director sends out offer letters to returning employees that E.S Department has selected as eligible (2 weeks for reply)
3. Returning seasonal employee wage incentive/adjustment ideas(s)
  - \$0.50 per hour wage incentive-Seasonal staffing
    - i. Seasonal Collection Attendants
    - ii. Seasonal Parks Maintenance workers
    - iii. Seasonal Parks Rangers
4. Positions Needed (13 total)

### **Parks Maintenance Staff**

- 4 Seasonal Parks Maintenance employees
- 1 Part-time Parks Maintenance Technician

### **Parks Rangers (Fish Lake Park)**

- 3-4 Seasonal Parks Rangers- (7 days per week- Memorial Day to Labor Day)

### **Seasonal Collection Attendants (Fish Lake Park)**

- 3-4 Seasonal Collection Attendants- (Friday thru Sunday)- Memorial Day to Labor Day)

5. Timeline(s)
  - Board Approval?
    - i. Wage incentive increase
    - ii. New Position- Part-time Office Support Specialist
  - Posting periods
    - i. 2-3 weeks (may extended posting period if send out in early to mid-March)
    - ii. Sooner the better- typically in the month of February
  - Target Interview timeline
    - i. Schedule interview- 3 or 4 days after job closing date

- ii. Interviews- Job Applicant Review-Grading (2 weeks)
  - iii. Recommend for hire to HR director
  - iv. Administrative department will let us know when employee has everything turned in and anticipated start date
- Hire dates
  - i. Seasonal Parks Maintenance (March 28<sup>th</sup>-October 31<sup>st</sup>) weather dependent
  - ii. Part-time Parks Maintenance Technician- (March 21 -November 18<sup>th</sup> for 2022)
  - iii. 9-month position for 2022 and beyond
  - iv. Seasonal Parks Rangers (May 27<sup>th</sup>- September 5<sup>th</sup>) (Mondays thru Sundays- 7 days week)
  - v. Seasonal Parks Collection Attendants (May 27<sup>th</sup>- September 5<sup>th</sup>) (Fridays thru Sundays- 3 days week)
- Start dates
  - i. Returning employees can start any time after they complete and turn in required paperwork to Administrative Office.
  - ii. We will let HR Director know starting dates for employees as well as Payroll Specialist
  - iii. New hires- will need to complete background check and turn in required paperwork to Administrative Office prior to starting

## Chisago County Request for Board Action

<b>Meeting Date:</b> April 6, 2022	<b>Item Number:</b> <span style="font-size: 1.5em; font-weight: bold;">13</span>
<b>Title of Item for Consideration:</b> Professional/Technical Services Contract with Bev Anderson	
<b>Action Requested by:</b> Robert Benson, Director	<b>Department:</b> Health & Human Services
<b>Previous Action on this Matter:</b> None.	
<p><b>Background:</b> Under the supervision of the Fiscal/Operations Division Manager, Chisago County Health and Human Services, Bev Anderson will provide training in Public Health grants, and funding for, MAHF, WIC, PPMRS, SHIP, MFIP, PHEP, CRI, C&amp;TC, LCTS, MAHF, LPHA, Title V, and MnCare Reporting. Also, Ph Docs Billing systems and Assists the Fiscal/Ops Division Manager and Community Health Administrator in the preparation of the agency budget; and assists in other miscellaneous duties as assigned.</p> <p><b>Attachment(s):</b></p> <ul style="list-style-type: none"> <li>Contract for Bev Anderson</li> </ul>	
<p><b>Action Requested/Recommended:</b> It is respectfully requested that the Chisago County Board of Commissioners approve the Professional/Technical Services Contract between Bev Anderson and Chisago County. The suggested motion is as follows:</p> <p style="text-align: center;"><i><b>“Move to Approve the Professional/Technical Services Contract between Bev Anderson and Chisago County”</b></i></p>	
<p><b>Implications of Action:</b> Approval of this contract will allow Bev to provide training for Approval of this contract will allow Barb to provide training to the public health staff in area’s concerning Metro Alliance for Health Families (MAHF) and any areas directed by the Fiscal/Operations Division Manager.</p> <p><b>Budget/Financial Implications:</b> Public Health Admin/ Contract Services</p> <p><b>Legal/Policy Implications:</b> The proposed activities are in compliance with all applicable state and federal regulations and County policies &amp; procedures. The County Attorney has approved as to form.</p>	
<b>Administrator’s Recommendation</b>	
Approve _____	Deny _____
<div style="display: flex; justify-content: space-between;"> <span>Motion By: _____</span> <span>Seconded by: _____</span> </div>	
To: _____	
Action on Motion:	<div style="display: flex; justify-content: space-around;"> <span>Aye _____</span> <span>Nay _____</span> <span>Abstain _____</span> </div>

## PROFESSIONAL/TECHNICAL SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the County of Chisago (hereinafter County), and ***Beverly Anderson*** an independent contractor, not an employee of the County of Chisago (hereinafter CONTRACTOR).

WHEREAS, County, pursuant to Minnesota Statutes Chapter 373.01, is empowered to procure from time to time certain professional/technical services, and

WHEREAS, County is in need of professional/technical services, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract,

NOW, THEREFORE, it is agreed:

I. **TERM OF CONTRACT.** This contract shall be effective on **April 7, 2022 or upon the date the final required signature is obtained by County, whichever occurs later**, and shall remain in effect until **October 31, 2022** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by County's authorized representative.**

II. **CONTRACTOR'S DUTIES.** The CONTRACTOR will:

1. Provide Training on the following areas of accounting for Public Health grants and funding.
  - A. Metro Alliance for Healthy Families (MAHF)
  - B. PH DOC Billing System.
  - C. Training and identification on daily/ Monthly and Quarterly reports on WIC, PPMRS, SHIP, MFIP, PHEP, CRI, C&TC, LCTS, MAHF, LPHA, Title V, and MnCare Reporting.
  - D. Assists the Fiscal/Ops Division Manager and Community Health Administrator in the preparation of the agency budget; and assists in other miscellaneous duties as assigned.

III. **CONSIDERATION AND TERMS OF PAYMENT.**

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by County as follows:

1. Compensation of **Fifty Dollars** per hour of work **(\$50.00)** up to but not exceeding 80 hours during the contract term.
2. The **total obligation** of County for all compensation and reimbursement to the CONTRACTOR shall not exceed four thousand Dollars **(\$4,000.00)**.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule: **Monthly by the 5<sup>th</sup> day following the completion of services.**

IV. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

A. County's authorized representative for the purpose of administration of this contract is:

Name: Mark Florin  
Address: 313 N Main St. Room 230  
Telephone: 651-213-5652  
E-Mail: mark.florin@chisagocountymn.gov  
Fax: 651-213-5685

B. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Beverly Anderson  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Fax: \_\_\_\_\_

V. **CANCELLATION AND TERMINATION.**

- A. This contract may be canceled by County at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be

assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

- VI. **ASSIGNMENT.** The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of County.
- VII. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold County, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by County, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for County's failure to fulfill its obligations pursuant to this contract.
- VIII. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, subd. 2 pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way County's obligation or responsibility.
- IX. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify County as the sponsoring agency and shall not be released prior to receiving the approval of County's authorized representative.
- X. **MINNESOTA STATUTE §181.59.**

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

- XI. **GOVERNMENT DATA PRACTICES ACT.** The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or County.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify County. County will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

XII. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- A. County shall own all rights, title and interest in all of the materials conceived or created by the CONTRACTOR, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, created and paid for under this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereinafter MATERIALS).

The CONTRACTOR hereby assigns to County all rights, title and interest to the MATERIALS. The CONTRACTOR shall, upon request of County, execute all papers and perform all other acts necessary to assist County to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this contract by the CONTRACTOR, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to County by the CONTRACTOR, its employees and any subcontractors, and the CONTRACTOR shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the CONTRACTOR'S obligations under this contract without the prior written consent of County's authorized representative.

- B. The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, County at the CONTRACTOR'S expense from any action or claim brought against County to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or County's opinion is likely to arise, the CONTRACTOR shall, at County's discretion, either procure for County the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

- XIII. **ANTITRUST.** The CONTRACTOR hereby assigns to the County of Chisago any and all claims for overcharges as to goods or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.
- XIV. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Chisago County, Minnesota.
- XV. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
- XVI. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by County and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
- XVII. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Government Data Practices Act; XII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By:
Title: Beverly Anderson
Date:

**2. COUNTY OF CHISAGO**

APPROVED:

By:
Title: Rick Greene, Chair, Chisago County Board of Commissioners
Date:

CERTIFIED:

By:
Title: Christina Vollrath, Clerk to the Board
Date:

By:
Title: Robert Benson, Director, Chisago County Health & Human Services
Date:

**3. AS TO FORM:**

By:
Title: Janet Reiter, Chisago County Attorney's Office
Date:



Corr.

**April 2022**  
**Chisago County Board Dates**

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**Wednesday, April 6<sup>th</sup>**

**Redistricting Workshop – Chisago County Board of Commissioners**

**5:00 pm Chisago County Boardroom**

**Wednesday, April 6<sup>th</sup>**

**Chisago County Board of Commissioners Meeting**

**6:30 pm Chisago County Boardroom**

**Wednesday, April 13<sup>th</sup>**

**Redistricting Public Hearing – Board of Commissioners**

**3:00 pm Chisago County Boardroom**

**Wednesday, April 13<sup>th</sup>**

**Budget and Finance Committee Meeting/ARPA Meeting**

**3:00 pm Chisago County Boardroom**

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**Wednesday, April 20<sup>th</sup>**

**Chisago County Board of Commissioners Meeting**

**6:30 pm Chisago County Boardroom**

**Tuesday, April 26<sup>th</sup>**

**Chisago County HRA-EDA**

**Noon at HRA-EDA Office, 38871 7<sup>th</sup> Ave., North Branch, MN 55056**

**Personnel Committee – Time Requested**